



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
November 7, 2022 at 7:30 PM

Fifty Raupp Blvd
Buffalo Grove, IL 60089-2100
Phone: 847-459-2500

Reception for Police Chief Budds in the Village Hall Lobby at 7:00pm

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Oct 17, 2022 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1347 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

- A. Friends of the Parks Foundation Presentation (President Sussman) (Staff Contact: Evan Michel)

5. Village Manager's Report

- A. Recognizing Julie Schmidt's Retirement from Kildeer Countryside CCSD 96 (President Sussman) (Staff Contact: Dane Bragg)
- B. Announcement of the 2023 Draft Budget (Dane Bragg) (Staff Contact: Dane Bragg)
- C. Recognizing Steven R. Casstevens Retirement and Dedicated Service to the Village of Buffalo Grove (President Sussman) (Staff Contact: Dane Bragg)
- D. Swearing in of Brian Budds to the Office of Police Chief for the Village of Buffalo Grove (Trustee Smith) (Staff Contact: Dane Bragg)
- E. Police Promotions - Deputy Chief, Lieutenant, and Sergeant (Trustee Smith) (Staff Contact: Steven Casstevens)

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. (Attached).

- A. Proclamation Declaring November as Native American Heritage Month (President Sussman) (Staff Contact: Evan Michel)

SUMMARY: The Village recognizes November as Native American Heritage Month.

- B. Small Business Saturday Proclamation (President Sussman) (Staff Contact: Evan Michel)
SUMMARY: A proclamation recognizing November 26, 2022, as Small Business Saturday.
- C. Authorization to Waive Bids and Negotiate for Emergency Vehicle Lighting Installation Services (Trustee Pike) (Staff Contact: Tom Wisniewski)
SUMMARY: Staff requests authorization to waive bids and negotiate for emergency vehicle lighting installation & repair services, as further detailed in the attached memorandum.
- D. Municipal Compliance Report for the Year Ending 12/31/2021 - Police Pension Fund (Trustee Weidenfeld) (Staff Contact: Chris Black)
SUMMARY: The following report is to be accepted by the Village Board prior to the extension of the property taxes for Article 3 & 4 pension funds. The report provides information on the financial condition of the pension fund at the end of the most recently completed fiscal year.
- E. Municipal Compliance Report for the Year Ending 12/31/2021 - Firefighter's Pension Funding (Trustee Weidenfeld) (Staff Contact: Chris Black)
SUMMARY: The following report is to be accepted by the Village Board prior to the extension of the property taxes for Article 3 & 4 pension funds. The report provides information on the financial condition of the pension fund at the end of the most recently completed fiscal year.
- F. O-2022-115 Thompson Blvd and Brandywyn Lane No Parking Signs (Trustee Pike) (Staff Contact: Darren Monico)
SUMMARY: Parking restrictions are required to complete the collector route construction on certain sections of Thompson Blvd and Brandywyn Lane. Staff recommends approval of the Traffic Ordinance update.
- G. O-2022-116 Police Department Locker Room Renovation (Trustee Pike) (Staff Contact: Tom Wisniewski)
SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with F.H. Paschen in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$36,504.60. The project will be funded through the capital improvement fund.
- H. O-2022-117 Ordinance Updating Lake County Sanitary Sewer Fees (Trustee Smith) (Staff Contact: Darren Monico)
SUMMARY: Lake County Public Works has increased their sanitary sewer fees as approved by the Lake County Board. Per the current agreement, Lake County Public Works provides sanitary sewer treatment and the Village is required to charge certain pass through fees. The attached ordinance reflects this change.
- I. O-2022-118 Ordinance Approving an Agreement with Lyle Sumek Associates Inc for Strategic Planning Services (Trustee Smith) (Staff Contact: Evan Michel)
SUMMARY: Staff recommends approval of the Agreement with Lyle Sumek Associates Inc for Strategic Planning Services, subject to review and approval by the Village Attorney. Based on the scope of work the total value of this contract is not to exceed an amount of \$37,000.
- J. O-2022-121 Light Duty Fleet Maintenance Contract (Trustee Smith) (Staff Contact: Tom Wisniewski)
SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Dakota K Auto Repair for preventative maintenance and repairs

in an amount not to exceed \$25,000 per year, pending final review and approval of the contract by the Village Attorney.

- K. R-2022-15 Urban Forestry Management Plan (Trustee Smith) (Staff Contact: Jim Warnstedt)

SUMMARY: Resolution updating to the Urban Forestry Management Plan.

- L. R-2022-16 Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Jessie Brown)

SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: March 21, 2022; April 4, 2022; April 18, 2022; May 16, 2022; June 6, 2022; July 18, 2022; August 1, 2022; August 8, 2022; August 15, 2022; September 19, 2022; October 3, 2022; October 11, 2022.

- M. R-2022-17 Resolution Approving the 2022-2023 Snow & Ice Control Plan (Trustee Smith) (Staff Contact: Jim Warnstedt)

SUMMARY: Annual resolution for Snow & Ice Control Plan to give Public Works the authority to remove snow and ice from Village streets and sidewalks during the winter season.

- N. R-2022-18 Resolution Ceding the 2022 Unused Private Activity Bond Volume Cap (Trustee Pike) (Staff Contact: Nicole Woods)

SUMMARY: Buffalo Grove is the host of the Lake County Partners Private Activity Bond Clearinghouse. The resolution is required annually so that unused funds can be transferred over to the next year and used in the future.

9. Ordinances and Resolutions

- A. O-2022-119 Authorization to Purchase Road Salt for the 2022-2023 Winter Season (State of Illinois Joint Bid) (Trustee Smith) (Staff Contact: Tom Wisniewski)
- B. O-2022-120 Ordinance Authorizing the Village Manager to Enter into a Brokerage Listing Agreement with Colliers Bennett & Kahnweiler LLC for a Portion of 1650 Leider Lane (Trustee Smith) (Staff Contact: Chris Stilling)
- C. O-2022-122 Award of Bid Coarse Aggregate Material (Trustee Smith) (Staff Contact: Tom Wisniewski)
- D. R-2022-19 Resolution Declaring Surplus Property and Authorizing the Village Manager for Its Sale (Trustee Johnson) (Staff Contact: Chris Stilling)

10. Unfinished Business

11. New Business

- A. Truth in Taxation Determination (Trustee Weidenfeld) (Staff Contact: Chris Black)

12. Questions From the Audience

Questions from the audience are 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 business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have

been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

- A. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, Specific Individuals who Serve as Independent Contractors in a Park, Recreational, or Educational Setting, or Specific Volunteers of the Public Body or Legal Counsel for the Public Body. (President Sussman) (Staff Contact: Brett Robinson)

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 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS,
MONDAY, OCTOBER 17, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Mike Skibbe, Deputy Village Manager/Director of Public Works; Evan Michel, Management Analyst; Art Malinowski, Director of Human Resources; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Brett Robinson, Administrative Services Director; Kyle Johnson, Assistant Director of Public Works; Tom Wisniewski, Buyer; Geoff Tollefson, Director of Golf Operations; Deputy Fire Chief Kane; and Deputy Police Chief Szos.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the September 19, 2022, Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Stein, Ottenheimer, Weidenfeld, Smith, Pike
NAYS: 0 – None
ABSTAIN: 1 – Johnson
Motion declared carried.

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the October 3, 2022, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Ottenheimer, Weidenfeld, Pike
NAYS: 0 – None
ABSTAIN: 2 – Johnson, Smith
Motion declared carried.

Moved by Johnson, seconded by Stein, to approve the minutes of the October 11, 2022, Special Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1346

Mr. Black read Warrant #1346. Moved by Johnson, seconded by Ottenheimer, to approve Warrant #1346 in the amount of \$5,530,106.84 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

Minutes Acceptance: Minutes of Oct 17, 2022 7:30 PM (Approval of Minutes)

VILLAGE PRESIDENT'S REPORT

President Sussman read a **Trick or Treat Day Proclamation** designating October 31, 2022, from the hours of 3:00 P.M. until 8:00 P.M. as Trick or Treat Day in Buffalo Grove, and urged the cooperation of all residents, young and old, in making this a happy and safe occasion for children.

VILLAGE MANAGER'S REPORT

There is no Village Manager's report tonight.

REPORTS FROM TRUSTEES

Trustee Pike noted the conclusion of another successful **Farmer's Market – 2022** and thanked all of the volunteers for their efforts in making this an enjoyable event for our residents and visitors alike.

CONSENT AGENDA

President Sussman 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.

Contract Extensions

Motion to authorize execution of Contract Extensions with Multiple Vendors as listed below and as detailed in the memo contained in Board packets.

- A one-year extension of the agreement with Wold Ruck Pate for Architectural Services
- A third-year contract option with DataProse LLC for Utility Bill Printing and Mailing Services
- A first two-year contract option with City Escape & Design for Landscape Maintenance Services
- A first two-year contract option with Balanced Environment for Tree and Stump Removal Services
- A first two-year contract option with Advanced Tree Care for Tree Trimming Services
- A second-year contract option with ImageTrend for data collection and evaluation services
- A second-year contract option with Fire Services Inc. for Fire Department Fleet Maintenance
- A second-year contract option with B&F Construction Code Services for contract inspections & plan review services
- A sixth-year contract option with Gen Power for Portable Power & Lighting Services
- A third-year contract option with Sound Works Productions for Audio & Lighting Services
- A first two-year contract option with Ultra Strobe for Emergency Vehicle Lighting installation services
- A first and final one-year contract option with the Acres Group for Tree Planting Services
- A first one-year contract option with Aldridge Electric for Street light Maintenance Services

Branding Initiative

Motion to authorize Waiver of Bids and Seek Competitive Proposals for the Village Branding Initiative as detailed in the memo contained in Board packets.

Ordinance No. 2022-106 – 301 N. Milwaukee Avenue

Motion to pass Ordinance No. 2022-106, 301 N. Milwaukee Avenue Development Improvement Agreement for a car wash development at 301 N. Milwaukee Avenue, subject to the receipt of the required fees and Village Attorney review.

Ordinance No. 2022-107 – Traffic Ordinance

Motion to pass Ordinance No. 2022-107, Update Title 10 Traffic Ordinance for the approval of a new stop sign as recommended by the Village Engineer.

Ordinance No. 2022-108 – Intergovernmental Agreement

Motion to pass Ordinance No. 2022-108 approving an Intergovernmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity Grant. The Village received a \$300,000.00 grant towards planned capital improvements at Water Reservoir #6. An Intergovernmental Agreement is required to be approved by the Village Board to receive the funds.

Ordinance No. 2022-109 – Fire Station 27

Motion to pass Ordinance No. 2022-109, Award of Bid Fire Station 27 Apparatus Bay Resurfacing & Coating, authorizing the Village Manager to execute a contract with Tiles in Style, LLC for the Fire Station 27 Apparatus Bay Resurfacing & Coating project in an amount not to exceed \$63,664.00 pending review and approval by the Village attorney.

Ordinance No. 2022-110 – Fire Station 25

Motion to pass Ordinance No. 2022-110, Fire Station 25 Phase 1 Architectural Agreement, authorizing the Village Manager to execute an agreement with FGM Architects for the completion of the Fire Station 25 Phase 1 architectural services in an amount not to exceed \$28,000.00, pending review and approval by the Village Attorney.

Ordinance No. 2022-111 – 700 Lake Cook Road

Motion to pass Ordinance No. 2022-111, Liquor License Reservation - Ricky Rockets at 700 Lake Cook Road. Class C and E liquor licenses are reserved for Ricky Rockets at 700 Lake Cook Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 16, 2023.

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

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-112 – BUFFALO GROVE FF/PM

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2022-112, approving a Memorandum of Understanding (MOU) between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (IAFF) concerning Retirement Notice Payment.

Mr. Malinowski reviewed the proposed ordinance, details of which are contained in Chief Baker's memo to Mr. Bragg of October 13, 2022.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-113 – STREET LIGHT MAINTENANCE

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-113, authorizing the Village Manager to expend an additional \$95,500.00 with Aldridge Electric, Inc. for a total amount not to exceed \$350,189.45 for fiscal year 2022. These funds will be recovered through insurance claims and contractor payments.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated October 13, 2022.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2022-14 – 2022 PAY RANGES

Moved by Weidenfeld, seconded by Johnson, to pass Resolution No. 2022-14, proposed updated 2022 pay ranges for employees of the Village of Buffalo Grove. The document which became effective on January 1, 2022, has been modified to reflect a change in pay grade 42 to include the proposed new position of Administrative Support Manager, which will be a civilian position within the Police Department. Staff anticipates this change to occur in 2023, therefore, there is no financial impact to the FY 22 Budget.

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Stein, seconded by Weidenfeld, 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. and Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.**

Upon roll call, Trustees voted as follows:

AYES: 6 – Stein, Ottenheimer, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 7:51 P.M. until 10:22 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Ottenheimer, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The Regular Meeting was adjourned at 10:23 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 7th DAY OF November 2022

Village President

**Action Item : Approval of Warrant #1347****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1347- \$3,103,194.89.

ATTACHMENTS:

- Warrant List #1347 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE WARRANT #1347
7-Nov-22

General Fund:	176,746.57
Parking Lot Fund:	1,656.66
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	19,874.02
Capital Projects-Vehicles/Equipment:	37,063.50
Capital Projects-Streets:	142,980.96
Retiree Health Savings (RHS):	34,326.02
Water Fund:	952,784.51
Buffalo Grove Golf Fund:	69,728.20
Arboretum Golf Fund:	122,961.53
Refuse Service Fund:	74,927.00
Information Technology Internal Service Fund:	164,446.63
Central Garage Internal Service Fund:	76,132.32
Building Maintenance Internal Service Fund:	209,536.95
	<u>2,083,164.87</u>
PAYROLL PERIOD ENDING 10/23/2022	1,020,030.02
	<u>1,020,030.02</u>
TOTAL WARRANT #1347	<u><u>3,103,194.89</u></u>

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

 Village Clerk

 Village President

Attachment: Warrant List #1347 SUMMARY (Approval of Warrant #1347)



Information Item : Friends of the Parks Foundation Presentation

Recommendation of Action

Staff recommends presentation.

Linda Rosen of the Friends of the Parks Foundation will present their "Uke Can Do It" program.

Trustee Liaison

Sussman

Staff Contact

Evan C Michel, Office of the Village Manager

Monday, November 7, 2022



**Information Item : Recognizing Julie Schmidt's Retirement from
Kildeer Countryside CCSD 96**

Recommendation of Action

Staff recommends approval.

The Village Board will recognizing Julie Schmidt's Retirement from Kildeer Countryside CCSD 96

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 7, 2022



Information Item : Announcement of the 2023 Draft Budget

Recommendation of Action

N/A

The 2023 Village of Buffalo Grove Draft Budget is now available for public inspection on the village website at: <http://www.vbg.org/budget>.

Trustee Liaison

Village Manager Bragg

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 7, 2022	
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**Information Item : Recognizing Steven R. Casstevens Retirement
and Dedicated Service to the Village of Buffalo Grove**

Recommendation of Action

Staff recommends approval.

The Village Board will recognizing Steven R. Casstevens retirement and dedicated service to the Village of Buffalo Grove.

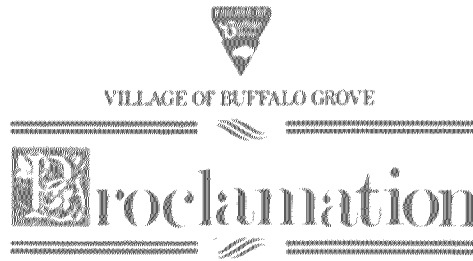
ATTACHMENTS:

- Casstevens Proc 22 rev (DOC)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, November 7, 2022



Village of Buffalo Grove

Recognizing Steven R. Casstevens Retirement and Dedicated Service to the Village of Buffalo Grove

WHEREAS, Steven R. Casstevens began his career in law enforcement in 1976 with the Military Police with the U.S. Army's 101st Airborne Division. He went on to serve with the Mendota, Peru, and Hoffman Estates Police Departments. He then served as Chief of Police with the Cary, IL Police Department prior to being hired in Buffalo Grove in June of 2013; and

WHEREAS, Steven R. Casstevens during his time as Chief of Police for the Village of Buffalo Grove spearheaded the creation of the Community Relations Unit (CRU), which is aimed at building trust between the police and the community. The CRU consists of dedicated police officers and a police social worker to actively engage with community members for safety education and programming, victim advocacy, mental health, and trauma response.

WHEREAS, Steven R. Casstevens made the Buffalo Grove Police Department one of the first departments to complete the IACP 'One Mind' campaign prioritizing mental health first aid for law enforcement professionals, along with Crisis Intervention Training (CIT) training to provide personnel with the tools needed to intervene and/or prevent crisis incidents whenever possible; and

WHEREAS, Steven R. Casstevens is a Past President of the Illinois Association of Chiefs of Police (ILACP - 2016). He serves on the Executive Committee of "Fight Crime-Invest in Kids" as well as Co-Chair of their National Leadership Council. He also serves on the Advisory Board for the Foundation for Advancing Alcohol Responsibility, the Board of Directors for L.E.A.D. – Law Enforcement Against Drugs, the Advisory Board for Citizens Behind the Badge, the Advisory Board for the Global Police Network, and is a founding board member of the International Road Policing Alliance. He is an Executive Board member of the Illinois Joint Terrorism Task Force (JTTF); and

WHEREAS, Steven R. Casstevens has been actively involved in raising money for Special Olympics for over 25 years. During his time with Buffalo Grove the Police Department raised over \$423,000 in donations and ranked in the top ten fundraising departments in Illinois for the past five years. Under his leadership, the department hosted its first of several trivia night in 2017, participated in the Plane Pull at O'Hare Airport, and assisted in coordinating the Truck Convoy in Hoffman Estates; and

WHEREAS, Steven R. Casstevens's greatest career achievement was serving as president of the International Association of Chiefs of Police (IACP) from 2019 to 2020. With IACP connecting him to 32,000 law enforcement professionals from over 170 countries, he was able to help advance and shape the policing profession at the global level; and

NOW, THEREFORE, BE IT RESOLVED that I, Beverly Sussman, President of the Buffalo Grove, for the Board of Trustees, and on behalf of all of the residents of the Village of Buffalo Grove, do hereby express its sincere appreciation to Steven R. Casstevens on this occasion following his nearly decade of service to the Village, its citizens, and Village Staff. Furthermore, I express the Village's gratitude for Chief Casstevens's contributions to the Village and in doing so I extend to him heartfelt appreciation and best wishes for a happy and healthy future.

Proclaimed this 7th day of November 2022.

Beverly Sussman,
Village President

Attachment: Casstevens Proc 22 rev (Steve Casstevens Proc)



Information Item : Swearing in of Brian Budds to the Office of Police Chief for the Village of Buffalo Grove

Recommendation of Action

Staff recommends approval.

Brian Budds will be sworn in as the new Police Chief of the Village of Buffalo Grove.

Trustee Liaison

Smith

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 7, 2022



Information Item : Police Promotions - Deputy Chief, Lieutenant, and Sergeant

Recommendation of Action

Staff recommends approval.

The Oath of Office will be delivered by Police Chief Steven R. Casstevens to the Police Department's new Deputy Chief, Michael Rodriguez. The Fire and Police Commissioners will deliver the Oaths of Office to the Department's new Lieutenant, Robert Broussard and new Sergeant, Kurt Lowenberg.

Trustee Liaison

Smith

Staff Contact

Steven Casstevens, Police

Monday, November 7, 2022



Information Item : Proclamation Declaring November as Native American Heritage Month

Recommendation of Action

Staff recommends approval.

SUMMARY: The Village recognizes November as Native American Heritage Month.

ATTACHMENTS:

- Native American Heritage Month (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, November 7, 2022



Village of Buffalo Grove

Native American Heritage Month

WHEREAS, the history and culture of our great nation have been significantly influenced by the indigenous peoples – the first Americans – of North America; and

WHEREAS, we recognize their many accomplishments, contributions and sacrifices, and we pay tribute to their participation in all aspects of American society; and

WHEREAS, we celebrate the ancestry and time-honored traditions of American Indians and Alaska Natives in North America; and

WHEREAS, they have guided our land stewardship policies, added immeasurably to our cultural heritage, and demonstrated courage in the face of adversity; and

WHEREAS, their native languages have also played a pivotal role on the battlefield when, during World Wars I and II, Native American code talkers developed unbreakable codes to communicate military messages that saved countless lives; and

NOW THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim the month of November 2022 as **Native American Heritage Month** in the Village of Buffalo Grove.

Proclaimed this 7th day of November, 2022.

Beverly Sussman,
Village President

Attachment: Native American Heritage Month (Native American Heritage Month)



Information Item : Small Business Saturday Proclamation

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A proclamation recognizing November 26, 2022, as Small Business Saturday.

ATTACHMENTS:

- Small Business Proc 22 (DOC)

Trustee Liaison

Sussman

Staff Contact

Evan C Michel, Office of the Village Manager

Monday, November 7, 2022



Village of Buffalo Grove

Recognizing Small Business Saturday in the Village of Buffalo Grove

WHEREAS, the government of the Village of Buffalo Grove, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, Buffalo Grove supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim, November 26, 2022, as Small Business Saturday and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Proclaimed this 7th day of November 2022.

Beverly Sussman,
Village President



**Action Item : Authorization to Waive Bids and Negotiate for
Emergency Vehicle Lighting Installation Services**

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests authorization to waive bids and negotiate for emergency vehicle lighting installation & repair services, as further detailed in the attached memorandum.

ATTACHMENTS:

- Auth to waive bids Memo Emergency Lighting (DOCX)

Trustee Liaison
Pike

Staff Contact
Tom C. Wisniewski, Village Board

Monday, November 7, 2022

VILLAGE OF
BUFFALO GROVE



DATE: October 27, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and Negotiate for Emergency Lighting Installation

Staff requests authorization to waive bids and negotiate for emergency vehicle lighting installation & repair services. The services provided will include the procurement, installation, and configuration of emergency lighting and communication equipment for Village Vehicles. Additional services will include the removal and replacement of equipment from one vehicle to another.



**Action Item : Municipal Compliance Report for the Year Ending
12/31/2021 - Police Pension Fund**

Recommendation of Action

Staff Recommends Acceptance

SUMMARY: The following report is to be accepted by the Village Board prior to the extension of the property taxes for Article 3 & 4 pension funds. The report provides information on the financial condition of the pension fund at the end of the most recently completed fiscal year.

ATTACHMENTS:

- BOT 11.7.22 Police MCR (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, November 7, 2022

THE VILLAGE OF BUFFALO GROVE,
ILLINOIS
POLICE PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2021

Attachment: BOT 11.7.22 Police MCR (Municipal Compliance Report for the Year Ending 12/31/2021 - Police Pension Fund)



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

September 22, 2022

Members of the Pension Board of Trustees
Buffalo Grove Police Pension Fund
Buffalo Grove, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Buffalo Grove Police Pension Fund for the fiscal year ended December 31, 2021. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

Attachment: BOT 11.7.22 Police MCR (Municipal Compliance Report for the Year Ending 12/31/2021 - Police Pension Fund)

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

The Pension Board certifies to the Board of Trustees of the Village of Buffalo Grove, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$98,277,915</u>	<u>\$84,568,655</u>
Total Net Position	<u>\$98,256,230</u>	<u>\$84,436,047</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$674,800</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$6,879,500</u>
Municipal Contribution	<u>\$2,775,930</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$6,938,700</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>\$2,913,767</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contribution	<u>\$2,775,930</u>
Alternative Municipal Contribution	<u>N/A</u>

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	<u>\$14,967,436</u>	<u>\$8,490,956</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>6.50%</u>	<u>6.50%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>7.00%</u>	<u>7.00%</u>
Actual Investment Return	<u>16.37%</u>	<u>10.51%</u>

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>58</u>
--------------------------	-----------

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	<u>55</u>	<u>\$4,583,834</u>
(ii) Disability Pension	<u>1</u>	<u>\$42,580</u>
(iii) Survivors and Child Benefits	<u>6</u>	<u>\$412,905</u>
Totals	<u>62</u>	<u>\$5,039,319</u>

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

- 7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>72.87%</u>	<u>68.62%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>77.83%</u>	<u>69.60%</u>

- 8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:
Unfunded Liability:

Illinois Department of Insurance	<u>\$32,108,053</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$25,190,163</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

- 9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

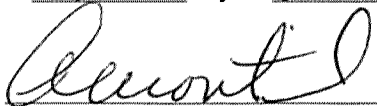
Investment Policy - See Attached.

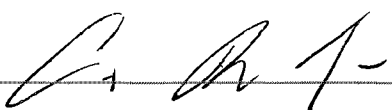
Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this 19th day of OCTOBER 2022

President  Date 10/19/22

Secretary  Date 10/19/2022

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended December 31, 2021 plus 3.25% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended December 31, 2021, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended December 31, 2021.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended December 31, 2021, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - Suggested Amount of Tax Levy as Reported in the December 31, 2021 Actuarial Valuation.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the December 31, 2021 Actuarial Valuation.

Statutorily Required Amount of Tax Levy - No statutorily required amount has been provided in a December 31, 2021 Private Actuarial Valuation, at the time of this report.

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

INDEX OF ASSUMPTIONS

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

Assumed Investment Return:

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Actual Investment Return -Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended December 31, 2021 and 2020.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for December 31, 2021 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2021 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

INDEX OF ASSUMPTIONS

7) The funded ratio of the fund:

Illinois Department of Insurance - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) as Reported in the December 31, 2021 Actuarial Valuation.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the December 31, 2021 Actuarial Valuation.



**Action Item : Municipal Compliance Report for the Year Ending
12/31/2021 - Firefighter's Pension Funding**

Recommendation of Action

Staff Recommends Acceptance

SUMMARY: The following report is to be accepted by the Village Board prior to the extension of the property taxes for Article 3 & 4 pension funds. The report provides information on the financial condition of the pension fund at the end of the most recently completed fiscal year.

ATTACHMENTS:

- BOT 11.7.22 Fire MCR (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, November 7, 2022

THE VILLAGE OF BUFFALO GROVE,
ILLINOIS
FIREFIGHTERS' PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2021



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

September 23, 2022

Members of the Pension Board of Trustees
Buffalo Grove Firefighters' Pension Fund
Buffalo Grove, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Buffalo Grove Firefighters' Pension Fund for the fiscal year ended December 31, 2021. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

Attachment: BOT 11.7.22 Fire MCR (Municipal Compliance Report for the Year Ending 12/31/2021 - Firefighter's Pension Funding)

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

The Pension Board certifies to the Board of Trustees of the Village of Buffalo Grove, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$86,376,192</u>	<u>\$77,114,899</u>
Total Net Position	<u>\$86,398,578</u>	<u>\$77,089,872</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of firefighters' and from other sources:

Estimated Receipts - Employee Contributions	<u>\$572,200</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$6,046,300</u>
Municipal Contributions	<u>\$1,872,940</u>

- 3) The estimated amount necessary during the fiscal year to meet the annual actuarial requirements of the pension fund as provided in Sections 4-118 and 4-120:

Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance	<u>\$1,808,426</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contributions	<u>\$1,872,940</u>
Alternative Municipal Contributions	<u>\$971,246</u>

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>\$10,590,081</u>	<u>\$10,436,016</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>6.50%</u>	<u>6.50%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>7.00%</u>	<u>7.00%</u>
Actual Investment Return	<u>12.95%</u>	<u>14.38%</u>

- 5) The increase in employer pension contributions that results from the implementation of the provisions of P.A. 93-0689:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	<u>N/A</u>

- 6) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>55</u>
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- 7) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>42</u>	<u>\$3,580,308</u>
(ii) Disability Pension	<u>4</u>	<u>\$224,512</u>
(iii) Survivors and Child Benefits	<u>4</u>	<u>\$286,149</u>
Totals	<u>50</u>	<u>\$4,090,969</u>

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

- 8) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>79.76%</u>	<u>75.31%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>85.11%</u>	<u>76.58%</u>

- 9) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>\$19,455,585</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$13,599,243</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

- 10) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

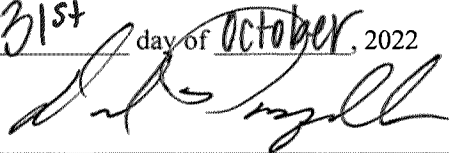
Please see Notes Page attached.

**CERTIFICATION OF MUNICIPAL FIREFIGHTERS'
PENSION FUND COMPLIANCE REPORT**

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §4-134 of the Illinois Pension Code 40 ILCS 5/4-134, that the preceding report is true and accurate.

Adopted this 31st day of October, 2022

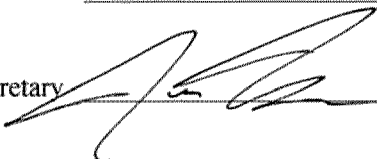
President



Date

10/31/22

Secretary



Date

10/31/22

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended December 31, 2021 plus 3.25% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended December 31, 2021, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended December 31, 2021.

- 3) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - Suggested Amount of Tax Levy as Reported in the December 31, 2021 Actuarial Valuation.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the December 31, 2021 Actuarial Valuation.

Alternative Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the December 31, 2021 Actuarial Valuation.

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

INDEX OF ASSUMPTIONS

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended December 31, 2021 and 2020.

Assumed Investment Return:

Illinois Department of Insurance - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2021 and 2020 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended December 31, 2021 and 2020.

- 5) Illinois Department of Insurance - Amount of total suggested tax levy to be excluded from the property tax extension limitation law as contemplated by 35 ILCS 200/18-185.

Private Actuary - No Private Actuarial Valuation amount available at the time of this report.

- 6) Number of Active Members - Illinois Department of Insurance Annual Statement for December 31, 2021 - Schedule P.
- 7) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2021 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
FIREFIGHTERS' PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2021**

INDEX OF ASSUMPTIONS

8) The funded ratio of the fund:

Illinois Department of Insurance - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2021 and 2020 Actuarial Valuations.

9) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) as Reported in the December 31, 2021 Actuarial Valuation.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the December 31, 2021 Actuarial Valuation.



**Ordinance No. O-2022-115 : Thompson Blvd and Brandywyn Lane
No Parking Signs**

Recommendation of Action

Staff recommends approval.

SUMMARY: Parking restrictions are required to complete the collector route construction on certain sections of Thompson Blvd and Brandywyn Lane. Staff recommends approval of the Traffic Ordinance update.

ATTACHMENTS:

- No parking Thompson & Brandywyn memo (DOCX)
- Ordinance no parking Thompson and Brandywyn 22-1014 (DOCX)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 14, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: No Parking Restriction on Thompson Blvd and Brandywyn Lane

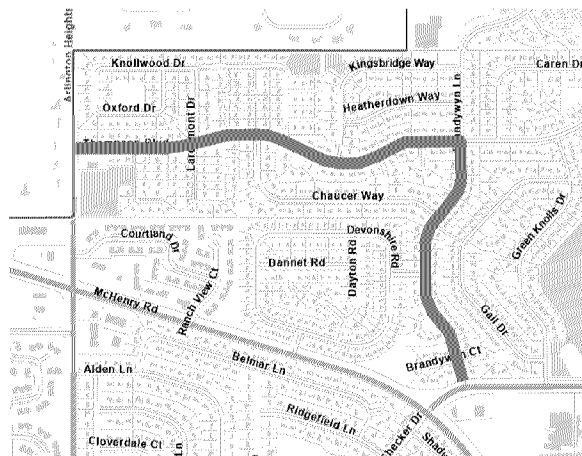
Recommendation

Staff recommends approval of the attached ordinance restricting parking on the above sections of Thompson Boulevard and Brandywyn Lane to meet the IDOT requirements.

Project Overview

The Village will shortly complete the third and final phase of the reconstruction of Thompson Boulevard and Brandywyn Lane. As these projects are Federally funded, the Illinois Department of Transportation requires these collector routes to be at least 36' wide or have parking restricted on one side of the street. In 2017, the Engineering Division polled the 373 residents that live on these streets and 90% of the responding residents voted for restricting parking on one side of the street. To accomplish this, the Village needs to update the Village Ordinance to reflect this requirement.

This Ordinance will restrict parking on the east side of Brandywyn Lane from Thompson Blvd to Deerfield Parkway, and on the north side of Thompson Boulevard from Arlington Heights Road to Brandywyn Lane, as shown on the map below.



ORDINANCE NO. 2022 - _____

AN ORDINANCE AMENDING CHAPTER BG-11, RULES OF THE ROAD, OF THE
VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, in order to provide safe and efficient traffic flow along Thompson Boulevard and Brandywyn Lane in accordance with requirements of the Illinois Department of Transportation for collector street width, additional no parking regulations are required; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1: Section BG-11-1308 of the Village of Buffalo Grove Municipal Code is hereby amending subsections 29, 45, 66 and 70 to read as follows:

BG-11-1308 No Parking Streets and Areas.

29. ~~On the north curb line of Thompson Boulevard from 15 feet west of fire hydrant to intersection of Thompson Boulevard and Knollwood.~~ Reserved

45. On the east curb line of Brandywyn Lane from Thompson Boulevard Deerfield Parkway to Buffalo Grove Road, and on the south curb line from Buffalo Grove Road to Prairie Road.

66. On the north curb line of Thompson Boulevard from Brandywyn Lane Arlington Heights Road to Weiland Road.

70. ~~On the north curb line of Thompson Boulevard between the west property line of 112 Thompson Boulevard and a point approximately one hundred twenty-five feet east of the right-of-way of Berkely Court.~~ Reserved.

Section 2: Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

PUBLISHED: _____, 2022

APPROVED:

Village President

ATTEST:

Village Clerk



Ordinance No. O-2022-116 : Police Department Locker Room Renovation

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with F.H. Paschen in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$36,504.60. The project will be funded through the capital improvement fund.

ATTACHMENTS:

- PD Locker Room Renovation Memo (DOCX)
- PD Locker Room Renovation Ordinance (DOCX)
- Proposal_Buffalo Grove Police Locker Room Renovation (PDF)

Trustee Liaison

Pike

Staff Contact

Tom C. Wisniewski, Village Board

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 3, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Police Department Locker Room Renovation

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with F.H. Paschen in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$36,504.60. The project will be funded through the capital improvement fund.

Background

In the 2022 Capital Improvement Program, staff budgeted to do some improvements to the locker rooms. The improvements consist of reconfiguring the area, adding an additional sink, and adding additional privacy to the shower area. Staff consulted Wold Architects who is under contract with the Village to provide drawings for the project.

After a review of the proposed work and the sensitivity of working in a Police Department locker room, staff reached out to FH Paschen who has been awarded a JOC (Job Order Contract by the National Cooperative Purchasing Alliance). These contracts were bid with the intention of joint awards and are available for the Village to use in these exact circumstances.

A Job Order Contract is a competitively bid, fixed price, construction contract based on established unit prices via a price list with a multiplier (termed coefficient) applied to the unit prices. The unit prices are used to price construction tasks associated with the scope of work.

F.H. Paschen has performed work for the Village before and staff has deemed their performance to be very good.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FH PASCHEN

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

WHEREAS, the Village of Buffalo Grove seeks to renovate the Police Departments men's showers; and

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to execute an agreement with F.H. Paschen, S.N. Nielsen & Associates LLC., through the National Cooperative Purchasing Alliance, at a price not to exceed \$36,504.60 for men's shower room renovations, pending review and approval of the agreement 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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



F.H. Paschen, S.N. Nielsen

8.G.c

Final Estimate

Leo Wright
F.H. Paschen
0000 - NCPA - Base Term - 12/03/2018 to 11/30/2022
Buffalo Grove Police Men's Shower Renovation - NCPA RQN 2022-
0982410216

Estimator: Leo Wright

Division Summary (MF04)

01 - General Requirements	\$7,556.00
02 - Existing Conditions	\$1,215.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	\$102.50
08 - Openings	
09 - Finishes	\$4,548.70
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$9,448.64
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$30,445.88
RSMans NORTH SUBURBAN, IL CCI 2022Q2, 125.90%	\$7,885.47

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$2,066.24
Trades	\$5,508.80
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$30,445.88

NCPA - Regular Hours (-6.0000%)	\$(1,826.75)
---------------------------------	--------------

Grand Total

\$36,504.60

Summary of tagged estimates...

Final Estimate

Estimator: Leo Wright

Combined estimates...

01 - General Requirements						
1	01-21-53-50-0550-L	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum Line item used for concrete patching as required.	Costs	19,450.0000	9.0000%	\$1,750.50 RSM22FAC L, O&P
2	01-21-53-50-1750-L	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum Protection of existing surfaces during construction.	Costs	26,100.0000	7.0000%	\$1,827.00 RSM22FAC L, O&P
3	01-31-13-20-0260	Field personnel, superintendent, average Superintendent during construction.	Week	0.5000	\$3,725.00	\$1,862.50 RSM22FAC L, O&P
4	01-31-13-30-0050	Insurance, standard builders risk, maximum Project insurance.	Job	36,500.0000	0.8000%	\$292.00 RSM22FAC O&P
5	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck Mobilize and demobilize equipment and tools for carpentry, flooring, painting, and plumbing.	Ea.	8.0000	\$228.00	\$1,824.00 RSM22FAC L, E, O&P
01 - General Requirements Total					\$7,556.00	
02 - Existing Conditions						
6	02-41-19-19-0700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost Dumpster for construction debris.	Week	1.0000	\$530.00	\$530.00 RSM22FAC M, O&P
7	02-41-19-19-3040	Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost Hauling of construction debris.	C.Y.	10.0000	\$68.50	\$685.00 RSM22FAC L, E, O&P
02 - Existing Conditions Total					\$1,215.00	
07 - Thermal and Moisture Protection						
8	07-92-13-20-0100	Joint sealants, caulking and sealants, bulk acrylic latex, 1/2" x 1/2", in place Furnish and install caulk at new wall to existing wall and ceiling.	L.F.	50.0000	\$2.05	\$102.50 RSM22FAC M, L, B
07 - Thermal and Moisture Protection Total					\$102.50	
09 - Finishes						
9	09-28-13-10-0160	Cementitious backerboard, on wall, 3' x 5' x 1/2" sheet Furnish and install new cement board backerboard.	S.F.	60.0000	\$4.89	\$293.40 RSM22FAC M, L, O&P
10	09-30-13-20-1100	Ceramic tile, regrout tile on wall, 4-1/2" x 4-1/2" or larger Grout and seal new wall tile	S.F.	60.0000	\$6.80	\$408.00 RSM22FAC M, L, O&P
11	09-30-13-20-1200	Ceramic tile, seal tile and grout with penetrating sealer Grout and seal new floor tile.	S.F.	30.0000	\$1.84	\$55.20 RSM22FAC L, O&P

Final Estimate

Estimator: Leo Wright

Combined estimates...

09 - Finishes					
Item	Description	UM	Quantity	Unit Cost	Total Book
12 09-31-13-10-3310	Ceramic tile, floors, glazed, porcelain type, thin set, 1 color, color group 2, 2" x 2" or 2" x 1" Furnish and install porcelain floor tile.	S.F.	30.0000	\$7.55	\$226.50 RSM22FAC M, L, O&P
13 09-31-13-10-4300	Ceramic tile, for floors, specialty type, decorator finish, 4-1/4" x 4-1/4"x 1/2" Furnish and install new porcelain wall tile.	S.F.	60.0000	\$19.55	\$1,173.00 RSM22FAC M, L, O&P
14 09-32-13-10-0600	Ceramic tile, cove base, mud set, 4-1/4" x 4-1/4" Furnish and install cove base.	L.F.	12.0000	\$19.50	\$234.00 RSM22FAC M, L, O&P
15 09-32-13-10-9500	Ceramic tile, minimum labor/equipment charge Line item used for labor for prepping flooring and wall to receive new tile.	Job	1.0000	\$370.00	\$370.00 RSM22FAC L, O&P
16 09-34-13-10-0140	Waterproofing membrane ceramic tiling, EPS, sloped shower floor, including thinset Line item used to furnish and install waterproofing membrane as required.	S.F.	90.0000	\$16.44	\$1,479.60 RSM22FAC M, L, B
17 09-97-10-10-6000	Coatings, heavy duty, polyamide epoxy, finish, in 5 gallon lots Material only. Line item used for furnish and deliver epoxy paint for ceilings.	Gal.	1.0000	\$150.00	\$150.00 RSM22FAC M, O&P
18 09-97-10-10-6100	Coatings, heavy duty, polyamide epoxy, primer, in 5 gallon lots Material only. Line item used for furnish and deliver epoxy primer for ceilings.	Gal.	1.0000	\$159.00	\$159.00 RSM22FAC M, O&P

09 - Finishes Total

\$4,548.70

22 - Plumbing					
19 22-05-23-20-1060	Valves, bronze, angle, rising stem, threaded or soldered same price, 150 lb., 1/2" Line item used for furnish and install angle stop ball valves.	Ea.	2.0000	\$246.00	\$492.00 RSM22FAC M, L, O&P
20 22-05-23-20-1060-4140	Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Line item used for furnish and install angle stop ball valves.	Ea.	2.0000	\$6.38	\$12.76 RSM22FAC L, O&P
21 22-07-19-10-4286	Insulation, pipe (price copper tube one size less than I.P.S.), cellular glass, closed cell foam, all service jacket, sealant, 0 water vapor transmission, working temperature (-450 Deg.F to +900 Deg.F), 1" wall, 1/2" iron pipe size, includes sealant Furnish and install plumbing insulation.	L.F.	120.0000	\$27.50	\$3,300.00 RSM22FAC Gm, M, L, O&P
22 22-07-19-10-4286-4140	Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Furnish and install plumbing insulation.	L.F.	120.0000	\$1.89	\$226.80 RSM22FAC L, O&P
23 22-11-13-23-2180	Pipe, copper, tubing, solder, 3/4" diameter, type L, includes coupling & devis hanger assembly 10' OC Furnish and install type L copper domestic water piping.	L.F.	80.0000	\$18.45	\$1,476.00 RSM22FAC M, L, O&P

Final Estimate

Estimator: Leo Wright

Combined estimates...

22 - Plumbing

Item	Description	UM	Quantity	Unit Cost	Total	Book
24	22-11-13-23-2180-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Furnish and install type L copper domestic water piping.	L.F.	80.0000	\$1.84	\$147.20	RSM22FAC L, O&P
25	22-11-19-18-0040 Mixing valve, automatic water tempering, 1/2" size Line item used for furnish and install mixing valve.	Ea.	1.0000	\$585.00	\$585.00	RSM22FAC M, L, O&P
26	22-11-19-18-0040-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Line item used for furnish and install mixing valve.	Ea.	1.0000	\$7.38	\$7.38	RSM22FAC L, O&P
27	22-13-16-20-4120 Pipe, cast iron soil, no hub, 2" diameter, includes couplings 10' OC, clevis hanger assemblies 5' OC Furnish and install 2" waste piping.	L.F.	15.0000	\$33.00	\$495.00	RSM22FAC M, L, O&P
28	22-13-16-20-4120 Pipe, cast iron soil, no hub, 2" diameter, includes couplings 10' OC, clevis hanger assemblies 5' OC Furnish and install 2" vent piping.	L.F.	25.0000	\$33.00	\$825.00	RSM22FAC M, L, O&P
29	22-13-16-20-4120-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Furnish and install 2" waste piping.	L.F.	15.0000	\$3.75	\$56.25	RSM22FAC L, O&P
30	22-13-16-20-4120-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Furnish and install 2" vent piping.	L.F.	25.0000	\$3.75	\$93.75	RSM22FAC L, O&P
31	22-13-16-60-5800 Traps, chromed brass, tubular, P trap, without cleanout, 20 gauge, 1-1/4" pipe size Line item used for furnish and install trap.	Ea.	1.0000	\$68.50	\$68.50	RSM22FAC M, L, O&P
32	22-13-16-60-5800-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Line item used for furnish and install trap.	Ea.	1.0000	\$7.75	\$7.75	RSM22FAC L, O&P
33	22-41-16-13-6120 Lavatory, wall hung, vitreous china, white, with backsplash, single bowl, 20" x 18", includes trim Furnish and install lavatory.	Ea.	1.0000	\$540.00	\$540.00	RSM22FAC M, L, O&P
34	22-41-16-13-6120-4140 Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Furnish and install lavatory.	Ea.	1.0000	\$36.00	\$36.00	RSM22FAC L, O&P
35	22-41-39-10-2290 Faucets/fittings, lavatory faucet, center set with single control lever handle, polished chrome, with pop-up drain Furnish and install faucet and drain.	Ea.	1.0000	\$415.00	\$415.00	RSM22FAC M, L, O&P

Final Estimate

Estimator: Leo Wright

22 - Plumbing

Item	Description	UM	Quantity	Unit Cost	Total	Book
36 22-41-39-10-2290-4140	Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Furnish and install faucet and drain.	Ea.	1.0000	\$21.00	\$21.00	RSM22FAC L, O&P
37 22-42-39-30-3600	Carriers/supports, lavatory, concealed arm, wall mounted, in stud or masonry, high back fixture Furnish and install carrier.	Ea.	1.0000	\$620.00	\$620.00	RSM22FAC M, L, O&P
38 22-42-39-30-3600-4140	Labor adjustment factor (mechanical), general, add to labor for working in existing occupied office building, for Division 21, 22 and 23 only (Modified using 22-01-02-20-4140) Furnish and install carrier.	Ea.	1.0000	\$23.25	\$23.25	RSM22FAC L, O&P

22 - Plumbing Total

\$9,448.64

Alternate

39 01-31-13-90-0100	Performance Bond, for buildings, maximum Reimbursable fee for project performance and payment bond. If no bond is required this cost will be credited back to Owner.	Job	36,500.0000	1.0000%	\$365.00	CUSTOM O&P
40 09-22-16-13-1720	Metal stud partition, non-load bearing, galvanized, 8' high, 2-1/2" wide, 20 gauge, 16" OC, includes top & bottom track Material only, Furnish and deliver metal stud framing.	S.F.	60.0000	\$0.68	\$40.80	CUSTOM M, O&P
41 09-28-13-10-0160	Demo - Cementitious backerboard, on wall, 3' x 5' x 1/2" sheet Remove existing cement board backerboard.	S.F.	60.0000	\$4.09	\$245.40	CUSTOM L, O&P
42 09-29-10-30-2050	Gypsum wallboard, on walls, standard, taped & finished (level 4 finish), 5/8" thick Material only, Furnish and deliver gypsum board for walls.	S.F.	60.0000	\$0.34	\$20.40	CUSTOM M, O&P
43 09-29-10-30-3050	Gypsum wallboard, on ceilings, standard, taped & finished (level 4 finish), 5/8" thick Material only, Furnish and deliver gypsum board for ceilings.	S.F.	40.0000	\$0.34	\$13.60	CUSTOM M, O&P
44 09-31-13-10-3310	Demo - Ceramic tile, floors, glazed, porcelain type, thin set, 1 color, color group 2, 2" x 2" or 2" x 1" Remove existing floor tile.	S.F.	30.0000	\$6.30	\$189.00	CUSTOM L, O&P
45 09-31-13-10-4300	Demo - Ceramic tile, for floors, specialty type, decorator finish, 4-1/4" x 4-1/4"x 1/2" Remove existing wall tile.	S.F.	60.0000	\$6.51	\$390.60	CUSTOM L, O&P
46 09-32-13-10-0600	Demo - Ceramic tile, cove base, mud set, 4-1/4" x 4-1/4" Remove existing cove base.	L.F.	12.0000	\$13.12	\$157.44	CUSTOM L, O&P
47 10-28-13-13-0200	Toilet accessories, curtain rod, stainless steel, 1" diameter x 5' long Material only, Furnish and deliver curtain rods. CTC does not include 7" shower rod.	Ea.	3.0000	\$45.10	\$135.30	CUSTOM M, O&P
48 10-28-13-13-0200-0360	Toilet accessories, for vinyl curtain, add (Modified using 10-28-13-0360) Material only, Furnish and deliver shower curtains.	S.F.	3.0000	\$134.00	\$402.00	CUSTOM M, O&P

Final Estimate

Estimator: Leo Wright

Alternate

Combined estimates...

Item	Description	UM	Quantity	Unit Cost	Total	Book
49 10-28-13-13-3500	Toilet accessories, mirror, 18" x 24", with 5" stainless steel shelf & stainless steel 3/4" square frame Material only. Line item used for furnish and deliver 18" x 30" mirror with toiletry shelf.	Ea.	1.0000	\$106.70	\$106.70	CUSTOM M, O&P

Alternate Total \$2,066.24

Trades

50 PLUM	Plumbers - 2022 RSMeans Facilities O&P Rate Labor to scan existing concrete.	Hour	4.0000	\$107.60	\$430.40	Trades L, O&P
51 PORD	Painters, Ordinary - 2022 RSMeans Facilities O&P Rate Labor for prime and paint ceilings where gypsum board was replaced.	Hour	8.0000	\$75.60	\$604.80	Trades L, O&P
52 SKWK	Skilled Workers Average (35 trades) - 2022 RSMeans Facilities O&P Rate Remove existing bench. Remove existing drywall. Remove existing metal stud furring. Install new metal stud furring. Install new drywall. Install toilet accessories. 2 guys x 8 hours x 3 days	Hour	48.0000	\$93.20	\$4,473.60	Trades L, O&P

Trades Total \$5,508.80

Estimate Grand Total

36,504.60



**Ordinance No. O-2022-117 : Ordinance Updating Lake County
Sanitary Sewer Fees**

Recommendation of Action

Staff recommends approval.

SUMMARY: Lake County Public Works has increased their sanitary sewer fees as approved by the Lake County Board. Per the current agreement, Lake County Public Works provides sanitary sewer treatment and the Village is required to charge certain pass through fees. The attached ordinance reflects this change.

ATTACHMENTS:

- LCPW fee update Ordinance memo 22-0826 (DOCX)
- LCPW fee update Ordinance 22-0826 (DOCX)
- BG NOTICE FY'23 (PDF)

Trustee Liaison
Smith

Staff Contact
Darren Monico, Public Works

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 2, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Lake County Sanitary Sewer Fees Update

Staff Recommendation

Staff recommends approval of updating the fee schedule to reflect the FY 2023 rates being charged by Lake County.

Background and Overview

In the Village of Buffalo Grove, the sanitary effluent from the Lake County portion of the Village is treated by the Lake County Public Works Department per a 1972 agreement between the Lake County Board and the Village of Buffalo Grove. The Village and Lake County recently approved a new sanitary agreement on February 2, 2022, and on April 12, 2022, respectively. This twenty-year agreement includes the cost to treat Village sanitary sewer in 1,000-gallon increments and for the cost to connect for each new sanitary connection. Lake County typically updates the fees on a yearly basis on December 1st. Attached is a letter from Lake County with the FY 2023 rates.

ORDINANCE NO. 2022 - _____

AN ORDINANCE AMENDING CHAPTER 1 OF THE
VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, the County of Lake provides for certain sanitary and stormwater management and treatment services for all system customers within the Lake County portion of the Village of Buffalo Grove pursuant to an “Agreement for Sewerage Disposal” dated April 12, 2022; and

WHEREAS, said Agreement sets forth the requirements for the Village to assess and collect on behalf of the County of Lake rates and fees necessary to offset the expense of treating and disposing of sanitary system sewage generated; and

WHEREAS, the County of Lake has determined that it is necessary to revise its connection fees for their operational and maintenance expenses incurred in treating and disposing of sanitary system sewage within the Southeast service region, which includes Lake County Buffalo Grove; and

WHEREAS, to that effect, the Lake County Board approved, on August 13, 2019, an ordinance amending rates for all wholesale and retail water and sewer systems in the County.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1: Section 1.16 Fee Schedule, as of December 1, 2022, is hereby amended as follows:

1.16.010 – Fee Schedule

Buffalo Grove Municipal Code Section	Classification	Fee
<u>13.04.290</u> subsection A.3.	Sewer user charges for each user/consumer serviced by the Lake County sanitary sewer.	\$4.54 \$4.68 per 1,000 gallons of water consumed

Section 2: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Village President

ATTEST:

Village Clerk



August 23, 2022

Department of Public Works

Austin McFarlane
Interim Director

650 W. Winchester Road
Libertyville, Illinois 60048
Phone 847-377-7500
Fax 847-984-5665
PublicWorks@lakecountyil.gov

SENT VIA FedEx and Email

Mayor Beverly Sussman
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

RE: Notice of Wholesale Sewer Rate Increase

Dear Mayor Sussman:

In 2019 the Lake County Public Works Department completed a system wide Rate and Connection Fee Study which was approved by the County Board on August 13, 2019. To ensure the most efficient and reliable services possible and to sufficiently cover the cost of existing and future growth throughout the County's water and sewer systems, the study results indicated the need to implement a multi-year phased-in approach increasing the County's portion of its water and sewer user and connection fee rates. The studies can be found on the department's website at www.lakecountyil.gov/337/Water-Sewer-Charges-Ordinances.

The fourth-year implementation of the August 2019 rate study plan to the Public Works user fee rates will go into effect on December 1, 2022, for County fiscal year 2023. After working with a professional financial consulting firm, the County has determined that a three percent (3%) increase to its water and sewer rates is adequate to fund operations and support the Capital Improvement Program for FY2023.

Rates for the customers tributary to the Southeast (SE) Region, including users in Buffalo Grove's service area, shall be subject an increase to wholesale sewer rates December 1, 2022.

Lake County Wholesale Sewer Charges: Sewer charges consist of interceptor charge components.

- The current rate increases from \$4.54 per 1,000 gallons to \$4.68 per 1,000 gallons.
- The current Residential Customer Equivalent (RCE) rate increases from \$34.04 per RCE to \$35.06.

Attachment: BG NOTICE FY'23 (O-2022-117 : Lake County Sewer Fee Update)

- The amended LCPW sewer system connection fee in the Southeast Region remains \$5,950. This published rate excludes any separate permit or connection fee from other agencies which may be required in addition.

If you have any questions regarding this matter, feel free to contact me.

Sincerely,

LAKE COUNTY PUBLIC WORKS DEPARTMENT



Austin McFarlane
Interim Director

cc: Dane C. Bragg, Village Manager
Christopher Black, Finance Director

Enclosure

Attachment: BG NOTICE FY'23 (O-2022-117 : Lake County Sewer Fee Update)



**Ordinance No. O-2022-118 : Ordinance Approving an Agreement
with Lyle Sumek Associates Inc for Strategic Planning Services**

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Agreement with Lyle Sumek Associates Inc for Strategic Planning Services, subject to review and approval by the Village Attorney. Based on the scope of work the total value of this contract is not to exceed an amount of \$37,000.

ATTACHMENTS:

- Lyle Memo.edited (DOCX)
- Sumek Ord (DOCX)
- Professional Services Agreement 2022 Clean (DOCX)

Trustee Liaison

Smith

Staff Contact

Evan C Michel, Office of the Village Manager

Monday, November 7, 2022

VILLAGE OF
BUFFALO GROVE



DATE: November 2, 2022

TO: Dane Bragg, Village Manager

FROM: Evan Michel, Assistant to the Village Manager

RE: Lyle Sumek Associates Inc for Strategic Planning Services

Recommendation

Staff recommends approval of the Agreement with Lyle Sumek Associates Inc for Strategic Planning Services, subject to review and approval by the Village Attorney. Based on the scope of work the total value of this contract is not to exceed an amount of \$37,000.

Background Information

The current 2018-2023 Buffalo Grove Strategic Plan is coming to the end of its life cycle. The Board Directed staff to evaluate potential facilitators to assist in the development of a new plan. The goal of this plan is to build off the past five years of engagement to set a strategic direction not only for the organization but for the community. Staff interviewed several consultants and determined that Lyle Sumek Associates Inc had the experience and skills to assist the village in achieving its goals. This firm specializes in team building, strategic planning, and goal setting for local governments. Through developing more effective governing bodies and governance processes by assisting local governments as they work with their community and developing leaders as elected officials or executives.

The planning process will take place in two phases. Phase 1 will take place during the fourth quarter of 2022. It will focus on governance and leadership. Phase 2 will take place in early 2023. It will include a Citizens Summit to gather input from residents and other key community stakeholders. Staff anticipates this strategic planning process to be completed with the final plan being adopted in the second quarter of 2023.

Attachment: Lyle Memo.edited (O-2022-118 : Lyle Sumek Strategic Planning Services)

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH LYLE SUMEK ASSOCIATES INC FOR STRATEGIC PLANNING SERVICES

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

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to execute a contract with Lyle Sumek Associates Inc at a price not to exceed \$37,000.00 per year for the first two years of the contract 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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Sumek Ord (O-2022-118 : Lyle Sumek Strategic Planning Services)

APPENDIX A.
VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
STRATEGIC PLANNING

THIS AGREEMENT is dated as of the First day of November 2022 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

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

SECTION 1. CONSULTANT.

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

Company. ("Consultant")
Street
City, State, Zip
Telephone:
Email:

B. Project Description. The Consultant shall provide Strategic Planning Services for the Village of Buffalo Grove.

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by consultant.
- F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

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

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.
- B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- E. **Term.** Consultant shall perform all consultant services as outlined in the Proposal for the number of scheduled days as agreed upon between the parties for the price not to exceed \$37,000 (budgeted) with the option to pay an additional if needed to complete the project upon authorization from the Village Manager; inclusive of any additional expenses and costs listed in the Proposal and Consultant is hereby authorized to commence these services to the Village at a time mutually agreed to by the parties and communicated to the Consultant by the Village Manager after the completion of such services.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

- H. **Default.** if it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.
 2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.
- L. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village. Notwithstanding the foregoing, Consultant retains the copyright on reports exclusively produced for the Village of Buffalo Grove.
- N. **Favorable Terms.** Consultant represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the consultant in rendering the Services.

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

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

With a copy to

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

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

Company. ("Consultant")
 Street
 City, State, Zip
 Attention:
 Email:

SECTION 8. GENERAL PROVISIONS (cont)

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

SECTION 8. GENERAL PROVISIONS (cont)

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

Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____



Ordinance No. O-2022-121 : Light Duty Fleet Maintenance Contract

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Dakota K Auto Repair for preventative maintenance and repairs in an amount not to exceed \$25,000 per year, pending final review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- Fleet memo (DOCX)
- Fleet Ordinance (DOCX)

Trustee Liaison

Smith

Staff Contact

Tom C. Wisniewski, Village Board

Monday, November 7, 2022

VILLAGE OF
BUFFALO GROVE



DATE: October 12, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Contractual Preventative Maintenance Services

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Dakota K Auto Repair for preventative maintenance and repairs in an amount not to exceed \$25,000 per year, pending final review and approval of the contract by the Village Attorney.

Background Information

Fleet services has been utilizing Dakota K Auto Repair in a limited capacity over the last two years with their performance always deemed by staff to be very good. Staff met with Dakota K representatives and was able to negotiate pricing and service levels for a light duty vehicle maintenance contract. This contract includes but is not limited to preventative maintenance for light duty vehicles, free concierge service transporting Vehicles to and from the Village of Buffalo Grove to the Dakota K service facility, and various vehicle repairs. The term of this contract is for two years with 4 possible one-year extensions, pending acceptable performance by the contractor and approval by the Village Board.

Currently, the Fleet Services approach to preventative maintenance consists of a blended service model, which utilizes insourcing and outsourcing to meet the needs of the Village's fleet. Fleet Services has 4 FTE mechanics and a fleet manager. Based on industry standard and best practices, the Village's fleet requires approximately 6,337 hours annually to maintain the fleet optimally. As part of the blended service model, approximately 1,170 hours of preventative maintenance is contracted out annually.

Attachment: Fleet memo (O-2022-121 : Light Duty Fleet Maintenance Contract)

ORDINANCE 2022-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH DAKOTA K AUTO REPAIR FOR LIGHT DUTY FLEET SERVICES & REPAIRS

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

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

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to execute a contract with Dakota K Auto Repair at a price not to exceed \$25,000.00 per year for the first two years of the contract 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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Fleet Ordinance (O-2022-121 : Light Duty Fleet Maintenance Contract)



Resolution No. R-2022-15 : Urban Forestry Management Plan

Recommendation of Action

Staff recommends approval.

SUMMARY: Resolution updating to the Urban Forestry Management Plan.

ATTACHMENTS:

- Urban Forestry Management Plan Memo (DOCX)
- URBAN FORESTRY MANAGEMENT PLAN Res (DOCX)
- 2022 Urban Forestry Management Plan (PDF)

Trustee Liaison

Smith

Staff Contact

Jim Warnstedt, Public Works

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 3, 2022
TO: Dane Bragg, Village Manager
FROM: James Warnstedt, Assistant Director of Public Works
SUBJECT: Urban Forestry Management Plan

Staff Recommendation

Staff recommends approval of the updated Urban Forestry Management Plan.

Overview

The Department of Public Works has updated the Urban Forestry Management Plan, which guides the Village's efforts in the care and maintenance of our urban forest. This plan, which was originally adopted in September of 2010, contains several updates related to maintenance, inventory, increased trimming cycles, species diversity, increased training and stringent industry standards. This plan also shows how the Village's urban forest has thrived in the aftermath of the Emerald Ash Borer. The Village of Buffalo Grove has earned the distinction of Tree City USA for 33 years in a row, highlighting the dedication and importance placed on our urban forest by the Board, staff and residents in our community.

RESOLUTION NO. 2022 – _

**A RESOLUTION ADOPTING THE OFFICIAL URBAN FORESTRY MANAGEMENT PLAN
OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

WHEREAS, the Village of Buffalo Grove, Illinois (the “Village”) is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois that the plan attached hereto as Exhibit A is hereby adopted as the Village’s official Urban Forestry Management Plan.

SECTION ONE: The Corporate Authorities of the Village adopt the Urban Forestry Management Plan.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

Attachment: URBAN FORESTRY MANAGEMENT PLAN Res (R-2022-15 : Urban Forestry Management Plan Resolution)

EXHIBIT A
URBAN FORESTRY MANAGEMENT PLAN

Attachment: URBAN FORESTRY MANAGEMENT PLAN Res (R-2022-15 : Urban Forestry Management Plan Resolution)

VILLAGE OF

Buffalo
Grove



VILLAGE OF BUFFALO GROVE URBAN FORESTRY

Management Plan

BUFFALO GROVE
PUBLIC WORKS



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MISSION STATEMENT

The mission of the Village Urban Forestry Program is to proactively manage the municipal urban forest in a professional, arboricultural, and cost-effective manner; providing innovative and effective services to our residents that are designed to preserve and improve the health, safety and natural beauty of our urban forest.



“One acre of forest absorbs six tons of carbon dioxide and puts out four tons of oxygen. This is enough to meet the annual needs of 18 people.”

- U.S. Department of Agriculture



1. INTRODUCTION

What is an urban forest?

The urban forest of Buffalo Grove contains the trees, plants of the understory, and the ecosystem services that they provide. Our urban forest extends across the rights-of-way, natural areas, public property, parks, and private properties throughout the Village. This includes all trees along streets and in yards.

Buffalo Grove's urban forest is a considerable asset that provides economic, ecological, and social benefits. It aids in defining the character of the Village. This natural asset cleans our air and water, reduces stormwater runoff, supports the public health of Buffalo Grove, and creates spaces for our residents to enjoy.

The development of a community is a slow and on-going process. As the Village grows and becomes established, it begins to develop a unique character that is defined by subjective qualities. One such quality is community appearance. This is the product of a relationship established between man-made objects and nature which is fresh and aesthetically appealing. The presence of trees along the streets of a village tends to soften the formal street and building lines bringing a more natural and satisfying beauty. This is accomplished through a planned urban forestry program.

Concerned residents, elected officials, and Buffalo Grove staff have recognized the need to protect these valuable assets with a progressive, long-range, urban forest maintenance program. An information-based management program is possible with a continually updated inventory of all plant material maintained by the Village. Our inventory data draws attention to immediate tree problems and provides the basis for designing a long-term urban forestry management plan. The plan allows for accurate budgetary projections and the most effective use of existing tree care funds and available personnel.

"The urban forest is the ecosystem containing all of the trees, plants, and associated animals in the urban environment, both in and around the city."

- Roger Sands – Forestry in a Global Context



2. HISTORY

The First 100 Years –1847-1947

Buffalo Grove began as an active, small community centered around education, farming, and religion. St Mary's Church was built in 1852 and St Mary's School was built by 1855. Buffalo Grove was growing with the addition of the Firnbach Tavern and the Weidner General Store in 1899. Now, Buffalo Grove provided education, shopping, and worship. If more choices were needed there were larger towns close to Buffalo Grove: Arlington Heights, Half Day, Libertyville, and Wheeling. Chicago was also close enough for fun or for business. Families of Buffalo Grove could travel to the city via car or wagon right down Milwaukee Avenue.

After WWII – Buffalo Grove Grows

With fewer than 200 residents in 1945, Buffalo Grove was still a small dairy community at the end of WWII. This would change exponentially in over the next 20 years. The community grew began to grow very quickly for a variety of reasons:

- As farmers retired, their children did not want to continue the farming legacy.
- VA (Veteran's Administration) loans were available after soldiers returned from WWII and the Korean War. People could now afford housing more than ever before.
- Chicago commuting was made easier with the addition of new highways.
- It was easier to build inexpensive housing quickly with new methods of construction.



Buffalo Grove changed into a growing suburb in just ten years as the above factors combined to change the community. In 1958, Al Frank built the first housing development. Buffalo Grove soon grew to a community of six schools and a park district with a population over 11,000 by 1970.



Urban Forestry Management Plan

8.K.c

1970 - Present

Throughout the 1970's and 80's, Buffalo Grove continued to grow. In both Cook and Lake Counties, new houses were consistently developed. Buffalo Grove's population continued to expand to over 40,000 by the early 2000's.

Buffalo Grove Urban Forest

Urban Forestry in many respects has its roots in the Chicago area. Large scale plans to preserve existing trees, provide for continuous greenbelts and plant trees in parks and parkways have dominated development of the area since the early 1900's. Chicago and surrounding communities have produced most of the progressive urban forestry programs.

An aggressive tree maintenance program and parkway tree planting program was established and has remained productive and cost effective in Buffalo Grove for many years.

The Village Forester guides the Forestry Section staff in the management of the urban forest in the Village. The Village Forester and all forestry operations are located administratively and operationally in the Public Works Department Forestry Section. The Village Forester is the Forestry and Grounds Manager of Public Works Operations. The Forestry and Grounds Section is supervised by the Forestry and Grounds Manager and consists of six full time crew members charged with the maintenance and upkeep of the urban forest.

Detailed records of most urban forest management activities and practices characterize the forestry program. These records are updated live as the activities are completed each day using asset management software. Public Works has been using Cartegraph as our asset management software since 2015. These activities include tree maintenance work such as removal, planting, pruning, watering, storm damage pick-ups, inspections, and administrative activities. The record keeping has facilitated detailed planning and budgeting for the maintenance of the Village urban forest.

“A people without the knowledge of their past history, origin, and culture is like a tree without roots.”

- Marcus Garvey

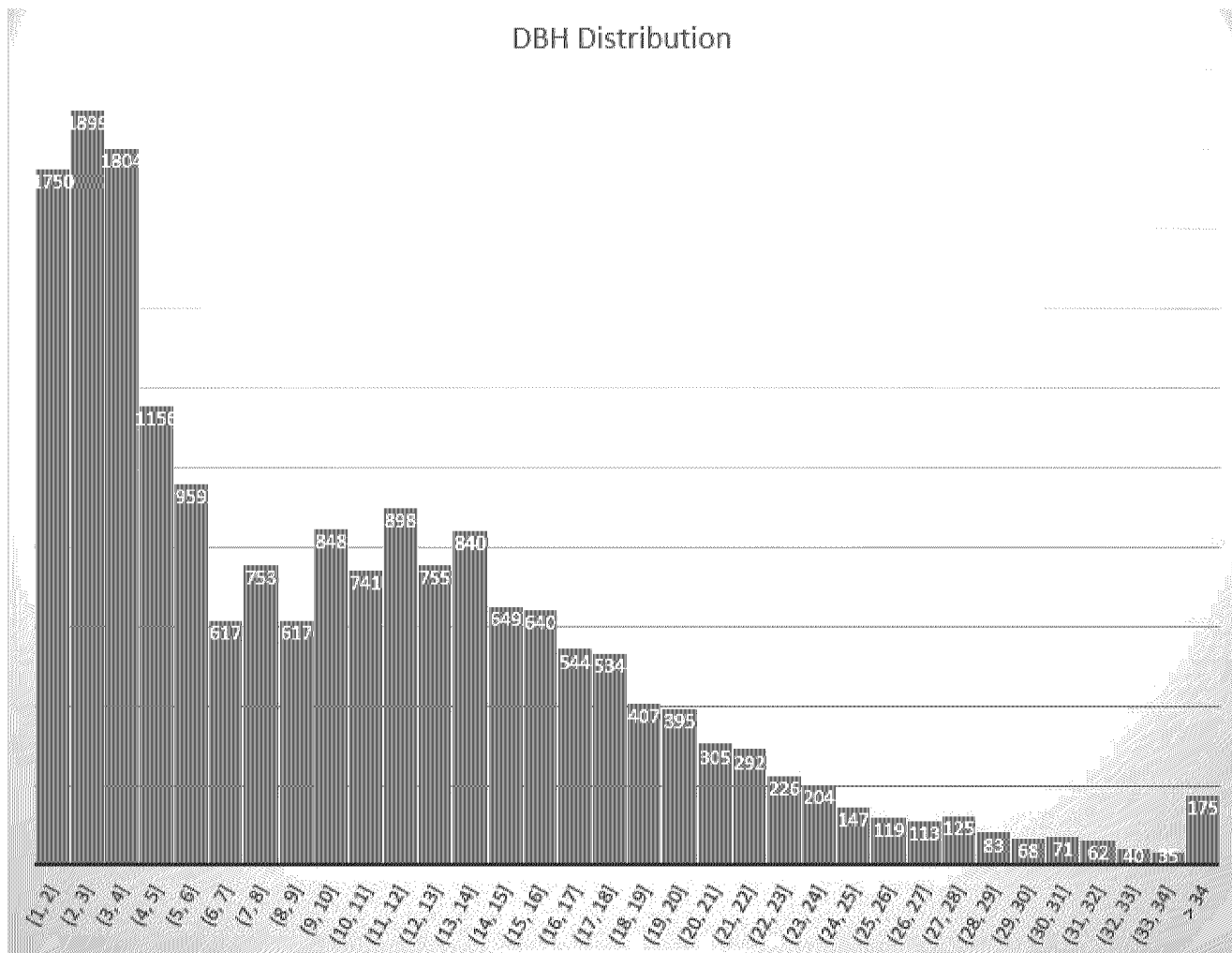


3. TREE INVENTORY ASSESSMENT

There are currently 20,406 trees comprised of 190 different species of trees.

Diameter at Breast Height (DBH) Distribution

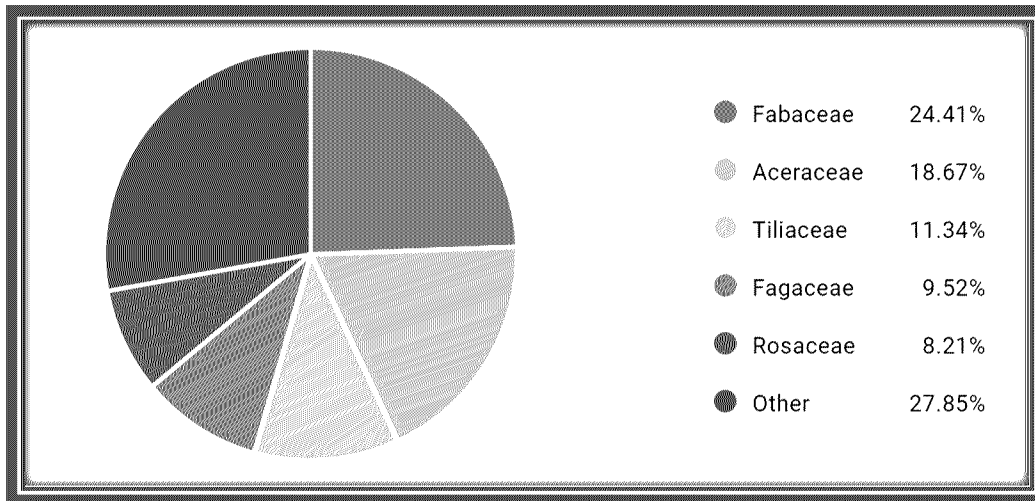
Buffalo Grove has maintained a tree inventory for over 30 years. All Village trees have been inventoried and inspected within the last five years. Each tree in the inventory is updated and inspected every time work is scheduled to be done by a contractor or when tree maintenance is completed by Forestry staff. Currently, the average diameter of the Village trees is 10.34 inches.



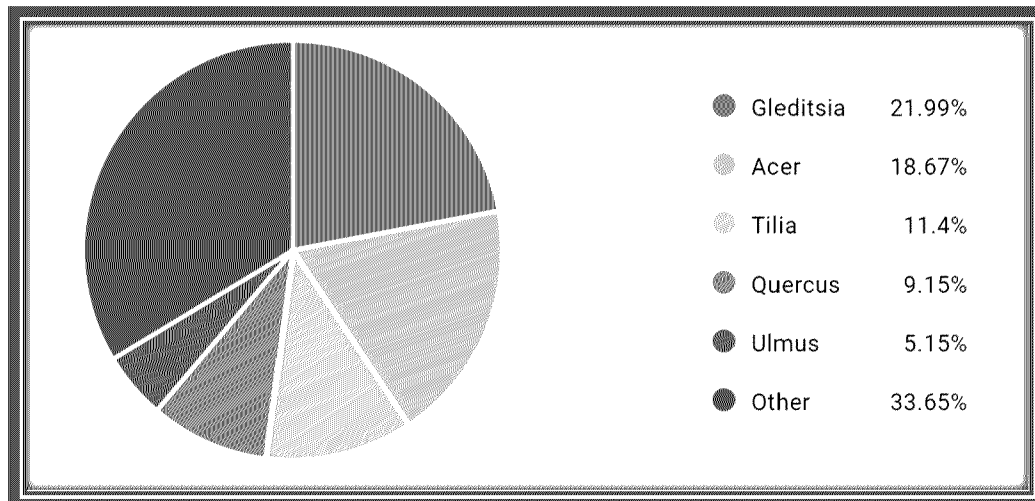
The average diameter of Buffalo Grove trees has decreased significantly in the last ten years due to the removal of Ash trees which made up 35% of our overall tree population.



Tree Family Distribution



Tree Genus Distribution



The Honey Locust is currently the most dominant tree in our Village inventory. As a general recommendation, the 5-10-20 rule is a guideline to reduce the risk of catastrophic tree loss due to pests. The rule suggests an urban tree population should include no more than 5% of any one species, 10% of any one genus, or 20% of any family. The impact of Dutch Elm Disease in the 1970's and 1980's illustrates the devastating impact a pest problem can have on a species that is over planted. In more recent years, Buffalo Grove has seen a natural disaster devastation when over 30% of our tree canopy was lost due to Emerald Ash Borer (EAB).

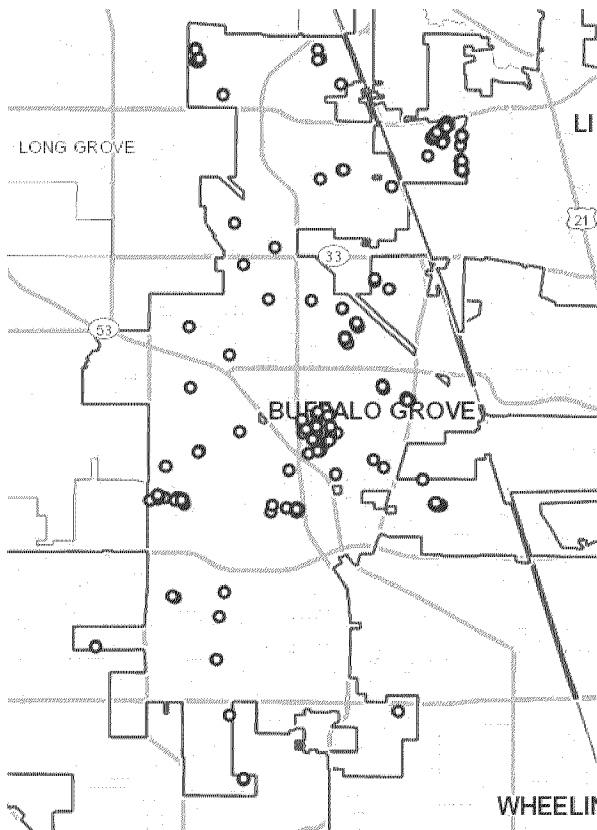


Tree Species Distribution (Top 5)

Honey Locust	4324	22.28%
Norway Maple	1572	8.10%
Littleleaf Linden	1243	6.41%
Silver Maple	922	4.75%
Common Hackberry	810	4.17%

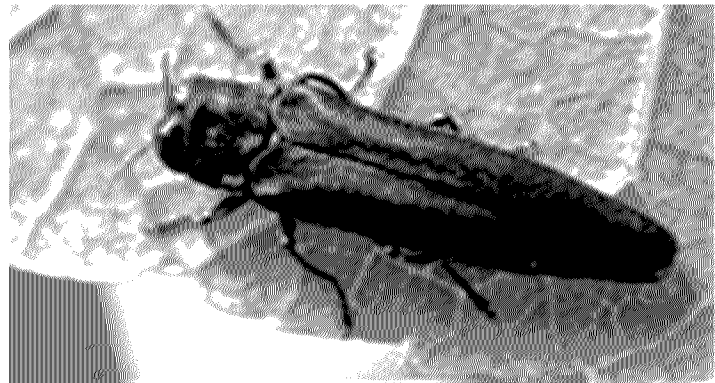
In the last decade, the Village has refrained from planting any Honey Locust or Maple trees in our tree replacement program. The Village Ordinance **16.50.120 – Landscaping** does not allow Honey Locust and most Maple species to be planted and these trees are not on our approved list of trees for new development due to current populations within the Village.

Ash Trees and Emerald Ash Borer



Ash Locations Remaining in Village (170 Trees)

The Village removed approximately 7,000 Ash trees that made up over 30% of our urban canopy over a decade ago after Emerald Ash Borer (EAB) was discovered in Buffalo Grove. The majority of these trees were removed between 2013 and 2015. Today 170 Ash trees remain in the Village Parkways. These trees have been and continue to be treated by residents at their expense.

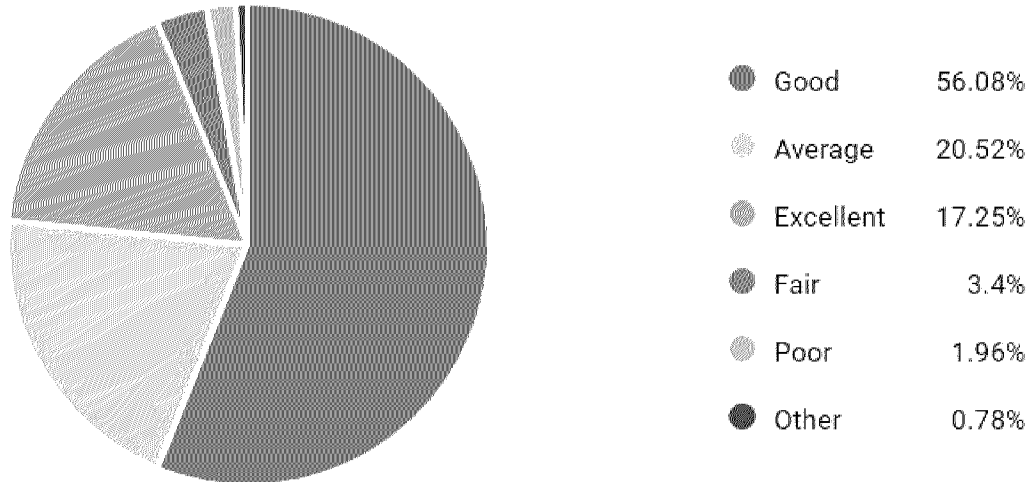


Adult Emerald Ash Borer (EAB)



Condition

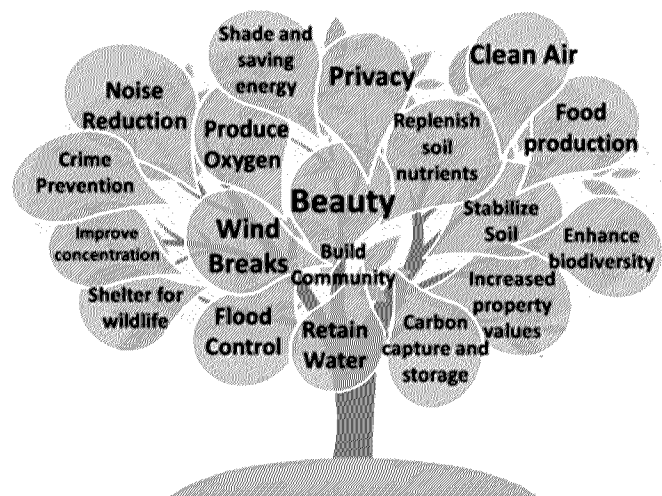
Condition of Inventoried Trees



Most of our trees are currently in an average or above average condition. The older trees of our Cook County area of the Village have begun to decline as they near the end of their service life. In the last five years, we have begun to mitigate many of our hazardous trees in the Cook County section of the Village. Many of the trees in this area are made up of Silver Maple and Siberian Elm. As these species age, they become more susceptible to storm damage and create more reactive work for Public Works. Inspecting these trees each year is important to lowering the potential hazards and keeping our residents and streets safe.

Tree Valuation

Tree valuation is based upon the replacement costs involved in the replacement of a parkway tree. To calculate the asset valuation of the Buffalo Grove urban forest the Village staff uses a cost of \$150.00 per diameter inch at breast height. The asset valuation of the urban forest has been calculated at approximately 31 million dollars. There are many other guides used to evaluate the trees' worth and might be considered when determining the value. The value of 31 million dollars seems to be on the low end of the parameter.





4. TREE TRIMMING

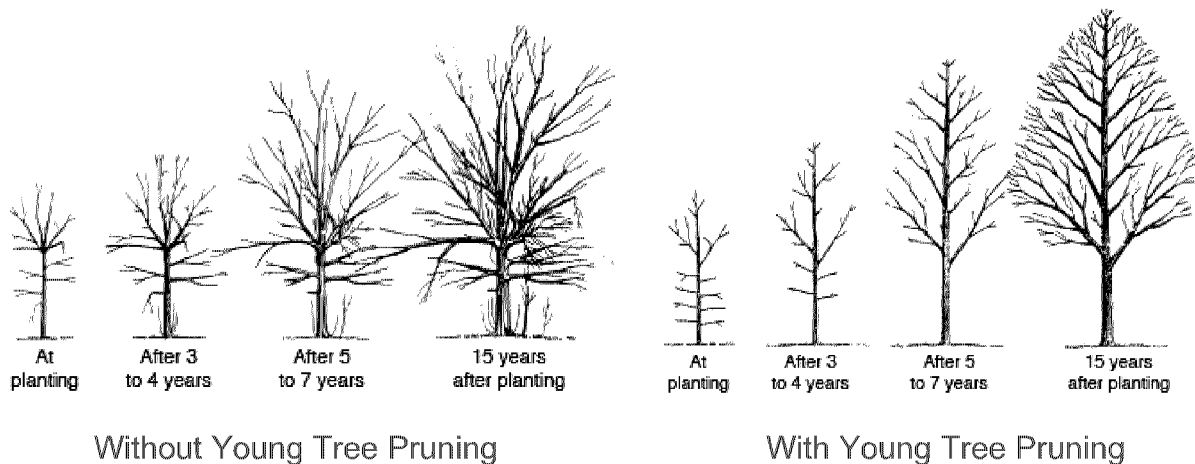
A major benchmark in urban forestry is the maintenance of the more mature trees and a five-year rotational trimming program. Pruning rotations longer than a five-year program have proven to affect the health and aesthetic value of the tree. This is due to the poor condition of the trees when the pruning cycle is longer than the recommended period. Longer periods between cycle trimming can result in:

- Decreased tree value and condition.
- Increased service requests.
- Increased Village liability due to the greater risk for tree related accidents.
- Increased number and severity of storm related damage.
- An overall less efficient urban forestry program due to the increased service requests.
- Increased trimming costs in future years due to more work being required on each tree.

As our young urban forest matures it will require more time to maintain. As this trend develops contractual services or additional Village personnel and equipment will be needed to maintain the five-year trimming cycle. The forestry staff will continue to evaluate contract tree trimming to supplement village crews.

Young Tree Pruning

In general, a tree that is less than eight inches at Diameter and Breast Height (DBH) is a young tree. Pruning young trees as they establish and acclimate to the parkway, helps prevent poor branch structure and multiple trunks. The Forestry Section currently prunes young trees to remove broken and undesirable limbs. This activity is inexpensive as it does not require many man-hours of maintenance. The Village attempts to trim our young trees on a shorter cycle (every two to three years) to encourage proper growth and shape the future canopy. There are currently 8,938 trees under eight inches DBH.





Mature Tree Pruning

Trees greater than eight inches at Diameter and Breast Height (DBH), depending on the species, are considered mature trees. By this stage in their life, these trees are now acclimated and are established in their planting site locations. However, these trees still face many challenges. Some of the challenges are from storm damage such as winds, lightning, and heavy snow. Other challenges are comprised of man-made structures such as the proximity to traffic signals, street signs, light poles, and roadway clearance. There are also the challenges of pests and pathogens in the area as well.

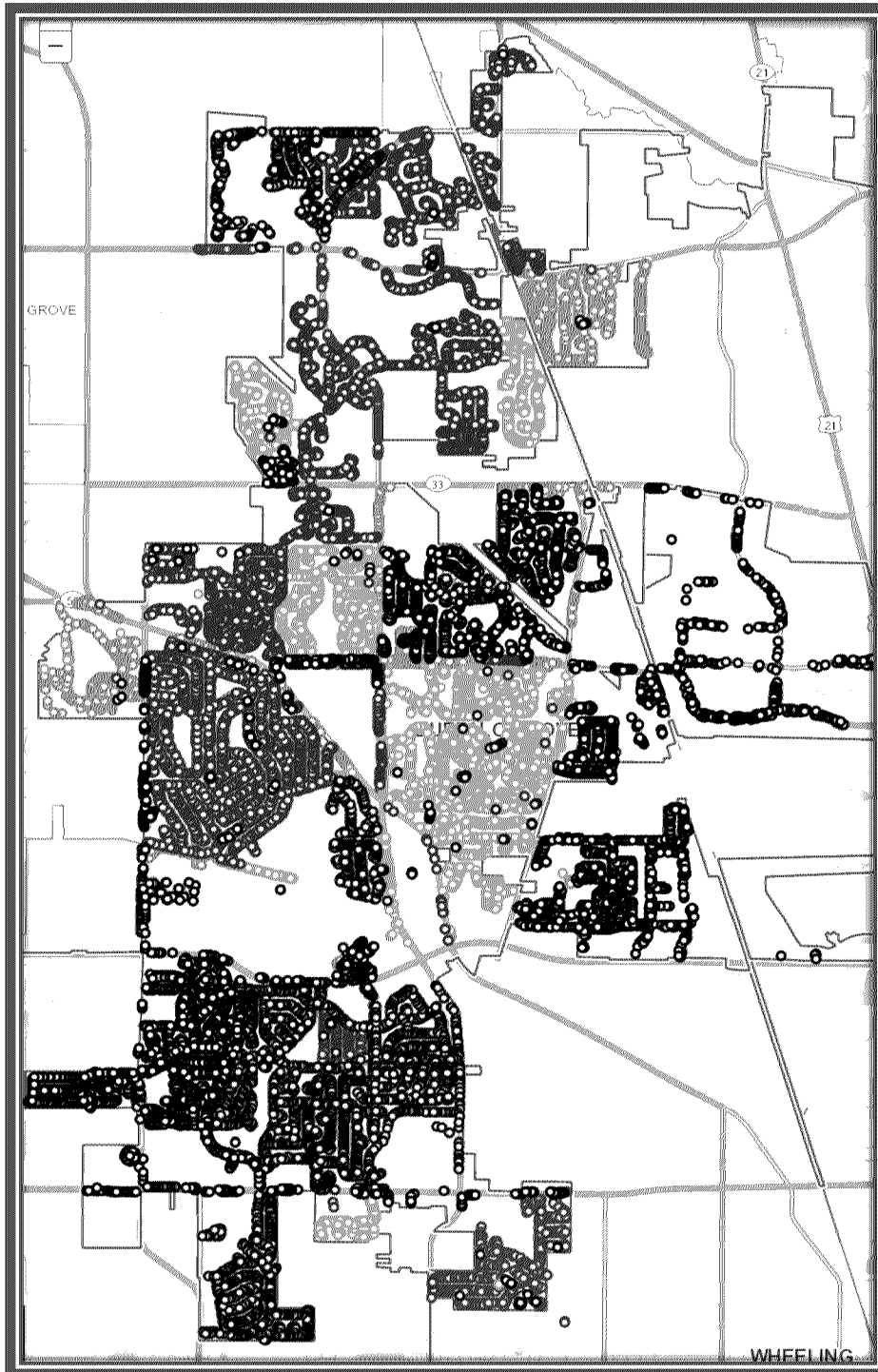
Pruning helps improve the long-term health and structure while mitigating short-term risk. In a natural forest setting, trees drop limbs due to wind and disease; this is considered self-pruning. Not pruning trees and just allowing these trees to self-prune is not an option in an urban environment such as the Village of Buffalo Grove.





Urban Forestry Management Plan

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Trees Trimmed (Past Six Years)

The Village must continue the five-year rotation cycle to maintain the quality of the urban forest. This will not only require yearly incremental increases but require a substantial increase in contractual service or manpower and equipment due to the increase in tree population and the increase in the tree size as the younger trees mature.

All Village Trees have been trimmed at least one time in the last six years. Currently, Buffalo Grove is now on a five-year cycle, as there is contractual trimming of 4,100 trees scheduled in 2023.

✓ Track Trimming in 2022	4664
✓ Track Trimming in 2021	3855
✓ Track Trimming in 2020	4754
✓ Track Trimming in 2019	4532
✓ Track Trimming in 2018	2690
✓ Track Trimming in 2017	5405

Color Key Last Six Years

“You have to touch a tree and feel it.”

Dr. Alex Shigo

Attachment: 2022 Urban Forestry Management Plan (R-2022-15 : Urban Forestry Management Plan Resolution)



Types of Tree Pruning

Medium Prune

- This operation of tree pruning shall consist of the total removal of those dead or living branches as may menace the future health, strength and attractiveness of the tree.
- Properly remove all dead and dying branches of ¼ inch and over in diameter.
- Remove all broken branches or any loose branches lodged in the tree.
- Remove all dead and live stubs of previously broken or poorly cut branches.
- Remove any live branches that interfere with the tree's structural strength and healthful development, which will include:
 - Branches that rub and abrade a more significant branch.
 - Branches of weak structure that are not important to the framework of the tree.
 - Branches that, if allowed to grow, would wedge apart the junction of more significant branches.
 - Branches with twigs and foliage obstructing the development of more important branches.
 - Branches forming multiple leaders in a single leader type tree.
 - Branches near the end of a limb that will produce more weight or offer more resistance to wind that the limb is likely to support.
 - Undesirable sucker and sprout growths.
 - Selective removal to one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
 - Removal of branches that project too far outward beyond an otherwise symmetrical form.
 - Removal or severance of any exposed roots that restrict or act in a girdling manner and prevent proper expansion and growth of other major roots or restrict the base of the tree trunk.
- All final cuts shall be made just outside the branch collar. Extremely deep cuts that produce excessively wide wounds or weaken the tree shall not be made.



Safety Prune

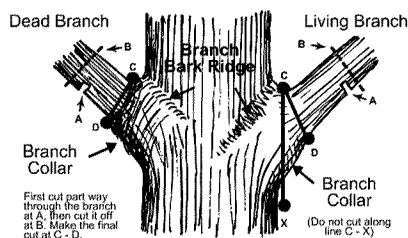
- This operation of tree trimming shall consist of the minimum performance necessary to correct one or more extreme and undesirable conditions existing within a tree that may be hazardous to persons or property.
- Remove all dead and dying branches of 2 inches or more in diameter.
- Remove all broken or loose branches 2 inches or more in diameter.
- Reduce the length of branches that extend excessively beyond the perimeter of an otherwise symmetrical form.
- Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs. Such cutting back shall not include the removal of any live, healthy branches in excess of 6 inches in diameter unless a specific consent is given by the Village Forester.

Pruning Standards to Develop a Canopy

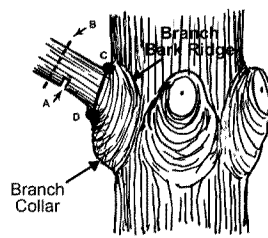
Pruning will be done to improve trunk and branch structure, to remove low limbs for vehicular and pedestrian clearance, to thin the canopy to allow for needed airflow and light penetration, and to maintain tree health. Although we are concerned with aesthetics the appearance of the trees will be secondary to health and structure concerns.

All pruning procedures are to be done by trained personnel using approved techniques as described in ANSI A300-1995 Standards. Pruning is to be completed by workers trained in compliance with ANSI Z-133.1 safety regulations as required by OSHA (Occupational Safety and Health Administration). All personnel are to wear Personal Protective Equipment (PPE), hard hat, hearing protection, eye protection, safety toed shoes, and 9-layer chaps when working on the ground with a chain saw. Tools needed for pruning procedures are, sharp hand pruners, pole saw, hand saw, chain saw, and hydraulic saws.

Proper Pruning Principles



Hardwoods



Conifers



Branch removal and/or limb removal should be made so as not to leave any jagged edges or torn bark. The correct location is just beyond the branch collar or shoulder. Large or heavy limbs should be removed using three cuts. The first cut undercuts the limb one to two feet from the branch collar 1/3 of the way through the branch. The second cut is the top cut, which is made slightly further out on the

limb than the undercut; this allows the limb to drop off smoothly to the ground. The third and final cut is next to the branch collar without cutting into the branch collar.



DBH 0" – 6"

Trees pruned in this size are new trees that will be trained to grow in a manner to form a complete canopy. Removal of branches that are dead, crossing limbs that would cause future structural hazards, and removal of lower limbs to raise the crown to provide clearance for traffic signs, pedestrian and vehicular traffic depending on the height and variety of the tree. At this size it is recommended to remove any codominant leaders or stems. This will prevent any further structural hazards such as weak crotches or branches with included bark. At no time shall a codominant leader or stem be removed if more than forty percent of the foliage is removed. Thinning of the crown shall include the following, dead or broken limbs, two limbs crossing or touching each other, or limbs growing back towards the center of the crown. Thinning increases light penetration and air movement into and through the crown of the tree. All sucker growth and water sprouts shall be removed also. Trees will be trimmed to a clearance height of 6' – 12' depending on the variety of the tree.

DBH 6" – 12"

Trees in this size require identification of the lowest permanent branching structure to enhance a structurally strong tree. Limbs may need to be removed to raise the crown to provide clearances for traffic signs, pedestrian and vehicular traffic. Any new codominant stems or leaders shall be removed or shortened to maintain a well-formed tree. Branches with v-crotches or weak crotches shall be removed or pruned to prevent future hazards. Thinning of crown shall include the following, dead/dying or broken limbs, two limbs crossing or touching each other, or limbs growing back towards the center of the crown. Thinning increases light penetration and air movement into and through the tree beneficial to tree health. All sucker growth and water sprouts shall be removed also. Trees will be trimmed to a clearance height of 6' – 12' depending on the variety of the tree.

DBH 12" – 20"

Trees pruned in this size require limbs to be removed to raise the crown to provide clearance for traffic signs, or pedestrian and vehicular traffic. Any new codominant stems or branches shall be removed or shortened to maintain a well-formed canopy. Limbs with weak crotches shall be removed to prevent future hazards. Thinning of crown shall include the following, removing dead/dying or broken branches, two limbs crossing or touching each other, and limbs growing back towards the center of the crown. All sucker growth and water sprouts shall be removed. Trees will be trimmed to a clearance height of 12' – 16' depending on the variety of the tree.



DBH 20" – 28"

Trees pruned in this size require limbs to be removed to raise the crown to provide for clearance for traffic signs, or pedestrian and vehicular traffic. The canopy of the tree is usually trained at this time and not much structural trimming will be necessary. Limbs with weak crotches shall be removed to prevent future hazards. Thinning of the crown shall include the following, removing dead/dying or broken branches, two limbs crossing or touching each other, and limbs growing back towards the center of the crown. All sucker growth and water sprouts shall be removed. Trees will be trimmed to a clearance height of 12' - 16' or above depending on the variety of the tree.

DBH 28" – 36"

Trees this size are mature trees that usually require only thinning of the crown including removal of dead/dying or broken limbs, two limbs crossing each other or touching, and limbs growing towards the center of the crown. Limbs with weak crotches will be removed to prevent future hazards. All suckers and water sprouts will be removed also. Trees will be trimmed to a clearance height of 16' or above depending on the variety of the tree.

DBH 36" and Above

Trees this size are mature trees that usually require only thinning of the crown including removal of dead/dying or broken branches, two limbs crossing or touching each other, and limbs growing towards the center of the crown. Limbs with weak crotches will be removed to prevent future hazards. All suckers and water sprouts will be removed also. Trees will be trimmed to a clearance height of 16' or above depending on the variety of the tree.





Standards and Requirements for Tree Trimming

- All activities directly related to the operation of a chainsaw, bucket truck, limb rigging, or tree climbing will be performed by a qualified employee, or under the supervision of a Certified Arborist or Arborist Trainee.
- The need for pruning and maintenance of individual trees and parkways will be at the discretion of the Village and its designated contractors.
- Cleanup of branches, logs or any other debris resulting from any tree pruning or removing shall be promptly and properly accomplished. The work area shall be always kept safe until the cleanup operation is completed. Under no condition shall the accumulation of brush, branches, logs or other debris be allowed upon a public property in such a manner as to result in a public hazard.
- The use of climbing spurs or spike shoes in the act of pruning trees is prohibited.
- Under no condition shall it be considered proper to leave any severed or partially cut branches in the upper portion of any tree being worked on after the tree workers leave the scene of the operation.
- Whenever large tree sections are being cut in a treetop that may endanger the public or property, such sections shall be secured by ropes and be rigged safely in a controlled manner.
- Unless the tree work area is totally barricaded or otherwise kept safe while pruning or removing trees, at least one responsible tree worker shall serve to always coordinate safe operations on the ground when work operations are in progress.
- Excavations resulting from tree or shrub removal must be promptly filled into normal ground level with clean earth, the fill properly compacted, and free of debris.
- Public trees or utility poles shall not be used as an anchor for winch trucks in the process of removing other trees.
- When removing a tree, the act of cutting tree roots and then leaving the work scene with a standing tree having little or no support is prohibited.
- No pruning or maintenance activity that takes place within ten feet of a power transmission line will be performed by a Village employee unless certified as a qualified Utility Arborist.
- No cabling, bracing or other support systems will be installed in Village owned trees, either by the Village, its residents or any contractors.
- No heading, pollarding or espalier pruning will be conducted on Village owned trees, and no wound dressings will be used under any circumstances.



5. TREE PLANTING

Planting

Today, tree planting is almost exclusively achieved by using a contractor. The contractor installs trees according to Village specifications and provides for a one-year warranty period. Forestry personnel monitor the contractor's activity during planting and inspect the trees after planting is complete. Trees are inspected again after the following growing season to determine if they warrant replacement under the nursery guarantees.



**The best time to plant a tree was 20 years ago.
The second-best time to plant a tree is now.**

- Chinese Proverb



Master Planting Plan

The following criteria should be considered in the overall master-planting program to guide the future direction of planting. Some major considerations in that plan could be:

- Evaluation of the current composition of the urban forest and the impact of current and future plantings on species composition. Select species based on 20-10-5 Rule and how it applies to current Family, Genus, and Species composition throughout the Village.
- Matching tree species to the site based upon the soil characteristics and the species tolerances for the given conditions.
- Planting specifications and species composition in a particular area or street based on the street infrastructure (parkway width, above and underground utilities and historical or existing planting).
- Develop an evaluation method to determine what species are currently doing well within the Village and an emphasis on their use based upon this evaluation.

The goal of this plan would be to present species choices that have compatible growth form and tolerances for the existing sites, blend with the historic species and the future species composition and complement the existing infrastructure conditions.

Parkway and Street Tree Design

The zone along the sides of streets where trees, landscaping and sidewalks can be located is referred to as the parkway. Design of the parkway (planting area) where trees can be located is just as important as the street tree design. Space where street trees can be planted must provide adequate space for growth and development. Parkway can be designed in four basic styles.

Parkway Design

- Curbside Parkway: Located between a detached sidewalk and curb. At least 4 feet is required if trees are to be planted in this area. Wider spaces are preferred and should be provided wherever possible.
- Boundary Parkway: Located behind a sidewalk between the property line and sidewalk. Street trees should be planted 3-7 feet behind the sidewalk.
- Sidewalk Parkway: Located as part of the sidewalk where the walk extends from the curb to the building. The walk must be wide enough to allow the tree to be set back at least 30" from the face of the curb and 5 feet from the building.
- Undefined Parkway: Located in areas that do not have a sidewalk. The location of trees should consider the future installation of a sidewalk. Street trees planted in undefined parkways should be located 4-5 feet behind the curb.

Street Tree Design

- Street trees should be used in an assertive architectural fashion to reinforce and connect the spaces and corridors created by buildings and other features. Tree plantings should be on the grand public scale rather than be intimate and private. Large canopies should interconnect to enclose and unify space. Heavy pedestrian and vehicular traffic should continue below unhindered.
- The importance of street trees to define, reinforce, or create spaces is incidental to their fundamental value for spatial arrangement in urban design.
- Street tree design objectives should:
 - reinforce and extend spatial quality of the Village.
 - be deployed to define and direct use.
 - organize architectural spaces.
 - create spatial rhythms to heighten the experience of moving through outdoor spaces.
 - reinforce the lineal form of streets.
 - enhance urban elements, not hide them.
 - be utilized not as decoration, but as living building material.
 - not be an antidote to the city, but rather an extension of the city.
 - link and extend; not separate.
 - restore desirability to urban living.





Standards and Requirements for Tree Planting

- Trees and shrubs should not be dug, balled and bur lapped or moved with a tree spade during the active growth period unless the ball is large enough to insure survival.
- Plant material shall be handled in a manner to cause the least amount of damage during the planting process.
- Bare root plants shall have their roots either covered with a moist tarp or mulch while they are being transported to and being held at the planting site.
- Evergreen trees with an excessively bushy form of growth shall have the boughs tied up with rope or twine during transporting and planting to avoid damage to the foliage and branches. After planting, the boughs should be released.
- Balled and bur lapped, and container plants shall always be handled by the soil ball. Under no circumstance should they be dragged, lifted or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.
- In cases where trees or shrubs are loose in a soil ball, the ball shall be secured with twine or burlap before transporting to the planting site.
- On the job site, plants should be handled, secured or covered to prevent damage from wind or vibration. Plants should never be thrown or bounced off a truck or loader to the ground.
- Plant material shall be planted the day it is taken to the planting site, or it should be watered or covered and placed in a shady area to prevent dehydration.
- Any abrasions of the bark or broken limbs or branches caused in the planting operation should be treated or corrected immediately.
- In cases where trees are apt to have their trunks scarred during the planting operation, the trunks should be protected with wrap or padding.
- Excavated plant pits that will be left open when work is not in progress or pose an immediate and considerable hazard to traffic shall be adequately barricaded with qualified warning devices.
- All twine or rope and plant labels secured around the trunk shall be removed after planting is completed.
- Trees or shrubs that have their soil balls secured in a wire basket shall have the entire basket removed after the plant is placed and centered in the pit and before back filling occurs.
- Cleanup of any soil, branches or other debris resulting from any tree or shrub planting shall be promptly accomplished. The work area shall be always kept safe until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.



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- Notwithstanding the foregoing provisions, no planting, fence, or other obstruction to vision shall be maintained on a dedicated right-of-way, alley, other public ground, or other property if it is detrimental to the public's health, safety, or welfare.
- Planting and digging of certain species will only occur at certain times of year in accordance with nursery industry best management practices and professional judgement. These times and species are listed in a table below but are subject to the professional opinions of both the Village and its approved contractors.
- Residents will not be permitted to plant trees on the Village ROW even if purchased independently. Any unauthorized plantings are subject to removal by the Village.
- JULIE will be contacted, and all utilities located a minimum of two days before planting is scheduled to begin.
- A minimum one-year replacement guarantee will be provided by approved nurseries and plantmen for all new plantings rated to hardiness Zone 5 or lower.

American National Standards Institute ANSI Z60.1

- All root ball and container sizes for all balled and burlapped stock will conform to the Z60.1 standards for width and depth and encompass enough of the fibrous root system as necessary for the full recovery of the plant upon installation.
- All bare root stock will conform to ANSI Z60.1 standards for minimum root spread.
- All containerized stock will conform to ANSI Z60.1 standards for plant and container size, as specified by the Village, and will be healthy, vigorous, well-rooted and established in the container in which it is growing. The root system will reach the sides of the container but will not have excessive growth encircling the inside of the container.
- All collected plants (those grown on unmanaged land) will be designated and considered to be nursery-grown stock when they have been successfully reestablished in a nursery row and grown under regular nursery cultural practices for a minimum of two growing seasons.
- The trunk or stem of the plant will be in the center of the ball or container, with a 10% overall variance in location.
- The use of digging machines, in both the packaging and installation of trees, is considered an acceptable nursery practice.

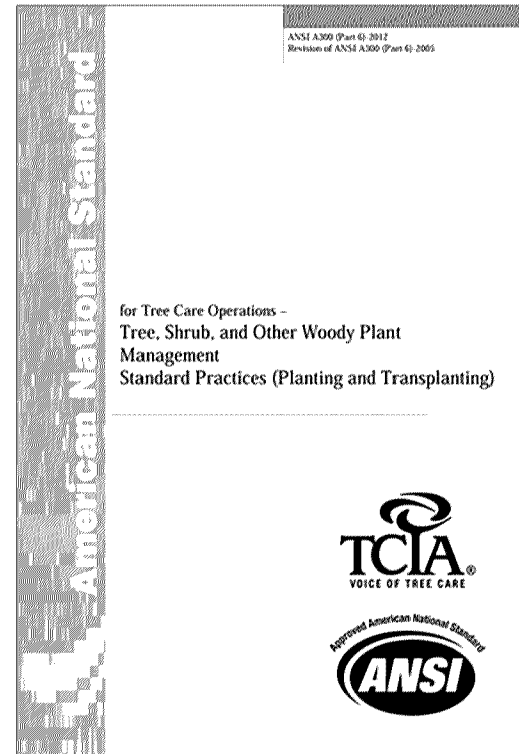
“A people without children would face a hopeless future; a country without trees is almost as helpless.”

- Theodore Roosevelt



American National Standards Institute ANSI A300 Part Six

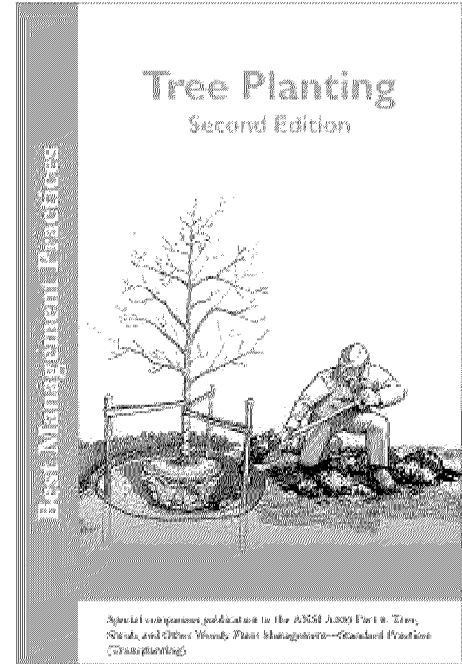
- Planting sites and work sites will be inspected for hazards by the Village prior to the beginning of work each day. If portions of the work site are outside of the original scope of work, the controlling authority will be notified immediately.
- Location of utilities, obstructions and other hazards above and below ground will be considered prior to planting and transplanting operations. These include, but are not limited to, gas, electric, sewer, communication, drainage and signage.
- The following criteria will be considered prior to transport and planting: requirements of individual trees, compass orientation of field-grown trees, site feasibility assessments, soil assessment and drainage assessment.
- Tools for planting and transplanting will be properly labeled or purchased for their intended use and be maintained in accordance with the manufacturer's recommendations.
- The system used to move and store the plant will minimize desiccation and other damage to the crown, trunk or root ball and the health and vigor of the plant will be maintained during these periods.
- The hole to be dug for all new plantings will be a minimum of 150% larger than the root ball or container diameter, as deep as the root flare of the tree to be planted and will have sides from which soil has been loosened in order to aid in root penetration.
- For balled and burlapped trees, all root ball supporting materials will be removed from the upper third of the root ball and removed from the planting hole prior to final backfilling.
- Prior to planting, container root balls will be managed by approved methods such as shaving the root ball, slicing the root ball and redirecting or removing encircling roots.
- Backfill will comprise of either the same soil created during excavation of the planting hole or a similarly amended mixture to meet a specific objective and will be applied in layers to reduce future settling and prevent air pockets.
- Mulch will be applied at a depth of two to four inches near, but not touching, the trunk of the tree, and extending to the perimeter of the planting.
- Support systems such as guywires or stakes will not be installed except where needed.



International Society of Arboriculture (ISA) Best Management Practices Manual --
Tree Planting

Timing of planting will be determined based on the species and the best professional opinion of the employees of or contractors working for the Village.

- All employees and contractors employed by or working for the Village will be familiar with the following planting types, and when it is appropriate to use each:
 - Bare-Root: Field-grown and dug without soil during the dormant season.
 - Ball and Burlap: Field grown and packaged with a soil ball using burlap, twine and a retaining basket of some kind.
 - Tree Spade: Transplanted using a mechanical tree spade to hold the soil ball during transport.
 - In-Ground Fabric Bag: Field grown with the root mass contained in a semi-permeable fabric bag.
 - Container Grown: Grown above ground in containers of various shapes, sizes and materials.
- Trees packaged with root balls must have their first structural root within two inches of the soil surface. Trees with deeper structural roots will not perform well when transplanted and should be avoided when selecting nursery stock.
- Trees with root balls will be handled by the ball, not the stem, to ensure no damage occurs to the root-soil interface or to the stem itself.
- Trees with leaves will be transported with a fabric tarp to minimize desiccation and have had their root balls wetted prior to transport.
- Sites will be tested for drainage, nutrient levels and pH prior to planting or prior to species selection, if possible.
- Container stock will be removed from its container. For balled and burlapped trees, wrappings will be left on until the tree is in the hole; wrapping will then be removed from the third to fourth of the wire basket and burlap from the top of the ball. For all types, ensure any encircling (girdling) roots are removed and root ball is shaved as necessary.
- As soil is added, wet and tamp each layer down to ensure good moisture and reduction of air bubbles.
- Do not prune trees at time of planting, unless to remove dead, dying, diseased or cracked branches, as it may take away from root development as the tree attempts to heal these above-ground wounds.





Tree Selection, Planting, and Maintenance

The following trees **shall not be allowed** for planting in parkways as they are considered **unacceptable species** for planting:

- Ash
 - Blue
 - Common
 - Green
 - White
- Box Elder
- Cherry
 - Black
 - Pin
- Cottonwood
- Eastern Redcedar
- Elms
 - American
 - Chinese
 - Siberian
- European Buckthorn
- Fir
 - All Species
- Hemlock
- Honey Locust
 - All Species (This has been determined by current population in the tree inventory and using the 20-10-5 Rule of Taxonomy)
- Maple
 - All Species (This has been determined by current population in the tree inventory and using the 20-10-5 Rule of Taxonomy)
- Mulberry
- Pear
 - All Species
- Pine
 - All Species
- Poplar
 - All Species
- Spruce
 - All Species
- Walnut
 - All Species
- Willow
 - All Species



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Trees **allowed** to be planted in Village parkways shall be selected from the tree species listed below, unless in the opinion of the Village Forester the tree will not survive, be a nuisance in the location or locations indicated, or result in an over-population of a species in the area. The following is a list of trees which **may be approved** and not necessarily a recommendation:

- Hornbeam
 - American
 - European
- Redbud
- Yellowwood
- Turkish Filbert
- Thornless Cockspur Hawthorn
- Hardy Rubber-Tree
- Ginkgo
 - Autumn Gold
 - Magyar
- Espresso Kentucky Coffeetree
- Tuliptree
- Amur Maackia
- Crabapple
 - Golden Raindrops
 - Adams
 - Coralburst
 - Royal Raindrops
 - Red Jewel
- Dawn Redwood
- Black Tupelo
- London Planetree Exclamation
- Oak
 - Swamp White
 - Shingle Oak
 - Bur Oak
 - Chinkapin Oak
 - Northern Red Oak
- Japanese Tree Lilac Ivory Silk
- Bald Cypress
- Linden
 - American
 - Little Leaf
 - Silver
- Buckeye
 - Ohio
 - Yellow
- Katsura
- European Beech
- Ironwood
- Zelkova
 - Green Vase
 - Musashino
- Sweetgum
 - Moraine
 - Worplesdon
- Magnolia
- Pagodatree
- Elm
 - Frontier
 - Accolade
 - Princeton
 - Valley Forge
 - Triumph
 - Regal

Certain species listed above may have special requirements that must be provided by the developer, contractor or personnel planting the species in order to ensure the trees survive in a healthy condition. These requirements sometimes include well-drained soils, acid soils, or other conditions. It is the individual planting the tree who is responsible for noting what measures, if any, will be taken to ensure compatibility with each planting species proposed and what modifications, if any, are proposed to provide existing conditions in order to ensure final conditions which are compatible with each proposed species.



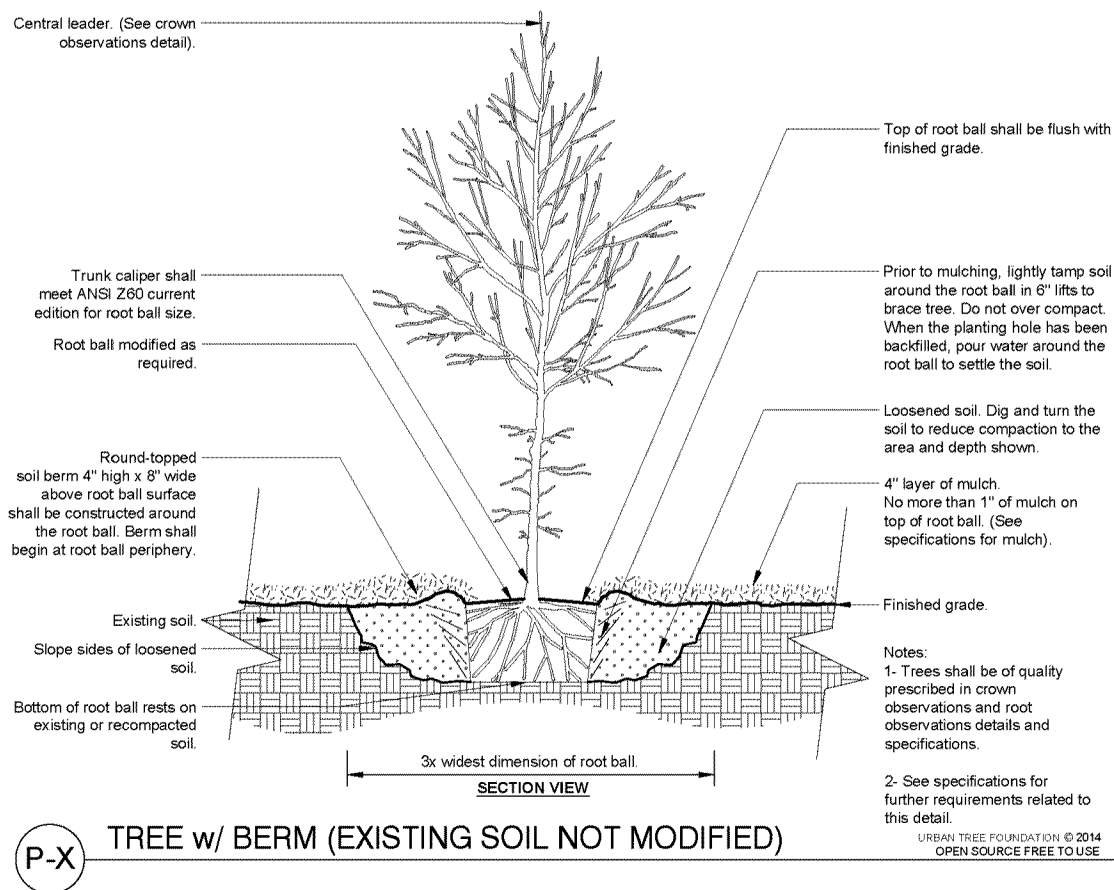
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All crippled, deformed and physically damaged trees, regardless of species shall be removed and replaced if an inspection by the Village Forester indicates recovery and normal development cannot be expected. All trees infected with non-curable disease that will result in deformation, death, and infection of other trees, shall be removed and replaced with healthy species.

Variety in Planting – Diversification of tree species selection is desired to be as great as possible. For every linear mile, and succeeding mile or fraction thereof, of parkway in a development, a minimum of eight (8) different species is required. Deviation from the above will be considered only after approval by the Village Forester.

An approved master tree-planting schedule shall be submitted and must be approved by the Village Forester.





6. TREE REMOVAL

Removal Policy

Removal of trees within the Village Right of Ways (ROW) and Village properties will always be at the discretion of the Village in the best interest of the public. A standing tree can cause great harm or even fatality, when the trunk, branches or roots fail. Small dead trees can also be an eyesore, reducing property values. There are times when the presence of a mature tree creates a public hazard. Old trees can hold great sentimental value, and many people become attached to these neighborhood icons; however, while it may be difficult emotionally to remove these trees, there are several health and safety reasons to do so. Tree removal will be conducted based on the best available data collected by in-house Forestry staff. Trees will not be removed in order to fill illogical removal quotas or based on a residential removal request with no evidence of a need for tree removal.

Reasons for Tree Removal

Hazardous / High Risk Trees

Structurally unsound trees that may fail under stress from high winds, snow or ice loads can be a threat to public safety. These high-risk trees are reported by the Forestry Section, other Public Works staff, or residents. Hazardous trees are removed immediately when they appear to be a threat to public safety.



Tree fell during a storm on July 12, 2017.



Storm Damage Removals

Trees damaged from wind, ice, heavy snow, or lightning will be removed if damage is significant. Trees that have lost 30% or more of their crown from high winds or heavy snow or ice will be scheduled for removal. Trees leaning more than 10 degrees or show a large crack in the trunk after a high wind will be scheduled for removal.

Infested or Diseased Trees

The tree is infected with an epidemic insect or disease where the recommended control is not applicable, and removal is the recommended practice to prevent transmission.

Diseased trees are caused by bacterial, fungal, and viral pathogens present. Small animals and insects can cause tree infestations such as Emerald Ash Borer. Emerald Ash Borer is an insect that kills Ash trees when they are heavily infested. Elm trees are killed when infested with Dutch Elm Disease, which is a fungal disease.

Removal of trees infested and or diseased helps limit possible exposures to surrounding trees. In this case, dozens of trees may be saved by the removal of just one tree.

Dying or Dead Trees

Trees with crowns showing over 50% deadwood, showing major decay or structural problems are hazardous and are in poor condition. These trees scheduled for removal by in-house or contracted staff as are removed as soon as practical.

Construction or Vehicle Damage

In general, elements of the Village's infrastructure are aging and will need replacement. Renewal of the Village infrastructure could have major impacts on the health and safety of its trees in the future.

Damage to trees during construction produces negative long-term tree health impacts. Trees seldom die immediately following construction. Root system damage and soil compaction usually causes a slow decline in tree health. Losses of street trees can occur when street rehab projects damage the root system of many trees.

Safety issues may develop when the potential for tree failure increases after large roots are severed during construction.

The Village will assess trees that have been impacted by a large piece of construction equipment or a vehicle strike. If the tree has suffered physical damage or extreme root compaction and is likely to decline and become high risk, it will be scheduled for removal. Village staff will determine if removal is necessary based on their best professional judgement.



Standards and Requirements for Tree Removal

- All Forestry staff directly involved in chainsaw operation, climbing, bucket truck operation and rigging limbs will have sufficient training and experience to perform such duties while employed by the Village.
- Only qualified utility arborists may perform tree removal operations within ten feet of an electric utility line. Village Forestry staff may complete trunk removal and stump grinding only if the remaining portion of the tree is greater than ten feet from a transmission line.
- The Village of Buffalo Grove will not perform or assist, programmatically or financially, with the removal of trees on private property. If a private tree falls into the ROW, the portion of the tree impacting the ROW will be removed to the property line(s) by Village staff.
- All removal of public trees shall be done in a manner so that the remaining stumps will be at least 8 inches below ground level unless special exemption is granted by the Village Forester.

American National Standards Institute ANSI Z133.1 Arboriculture Safety Standards

- All tools and equipment utilized for tree care operations, including those not specifically mentioned below, will be inspected and maintained by qualified personnel in accordance with the manufacturer's care instructions.
- All staff will be trained in the proper use, inspection and maintenance of tools and equipment utilized for tree care operations.
- Certified Arborists or Arborist Trainees will conduct job briefings daily prior to tree care operations of any kind and the information will be communicated to all workers.
- All activities performed on any job site for any activity outlined in this Plan will comply with all applicable OSHA (Occupational Safety and Health Administration) guidelines and standards.
- Traffic and pedestrian control will be established around a job site prior to the beginning of tree care operations.
- Emergency contact information and a safety kit conforming to the ANSI Z308.1 standards will be made available to all workers. All employees will have basic instruction on the use of CPR and First Aid.
- Personal Protective Equipment (PPE) will be required when there is a reasonable probability of injury or illness on the job site as determined by the Certified Arborist or Arborist Trainee prior to the beginning of tree care operations each day. PPE will be made available and will be well-maintained in accordance with the manufacturer's requirements.
- Head protection will conform to ANSI Z89.1, face and eye protection will conform to ANSI Z87.1, respiratory protection will comply with ANSI Z88.2, leg protection will always be worn when using a chainsaw.
- Flammable liquids will be kept a minimum of ten feet from open sources of flame or high heat and will be stored in approved containers.
- All Village staff and contractors working near electrical hazards will be qualified to do so and will be educated on ANSI standards for Electrical Hazards and Line Clearance.
- Vehicles and mobile equipment will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements and will be equipped with all



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standard safety devices, decals and instructions, and will be operated in accordance with all federal, state and local motor vehicle codes and ordinances.

- Aerial devices will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and will be equipped with all standard safety devices, decals and instructions.
- Aerial devices will be stabilized by wheel chocks, outriggers or stabilizers as necessary for the device, and will never be used to lift, hoist or lower logs or equipment unless specifically designed to do so.
- Aerial devices will be equipped with fall protection devices and permanent load ratings, in accordance with ANSI/SIA 92.2 or 92.5, as applicable to the specific aerial device.
- No aerial device will be allowed to contact electrical conductors, and minimum safe distances will be maintained in accordance with the ANSI Z133.1 standard.
- All brush chippers will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and will be equipped with all standard safety devices, decals and instructions.
- Sprayers and related plant health care equipment will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and will be equipped with all standard safety devices, decals and instructions.
- Sprayer tanks or other similar enclosed spaces will not be entered unless performed in accordance with a confined-space entry plan in compliance with OSHA (Occupational Safety and Health Administration) 1910.46 requirements, including air-quality testing, training and PPE.
- Chain saws and other similar portable power tools will not be operated unless the manufacturer's safety devices are in proper working order. Manufacturer's safety devices will not be removed or modified.
- Forestry staff will have a minimum of two points of attachment to a tree or aerial device while operating a chainsaw at all times, unless the hazard posed by the second point of attachment poses a greater hazard than utilizing one point of attachment.
- A visual hazard assessment, including a root collar inspection, will be performed by a Certified Arborist or Arborist Trainee prior to climbing, entering or performing work in or on any tree, and a second crew member will be always within visual or voice communication during arboricultural operations that are in excess of 12 feet from the ground surface.
- All ropes, saddles, carabiners and other similar climbing equipment will be:
 - approved for use in the tree care industry by the manufacturer,
 - have a minimum breaking strength or load capacity of 5,000 pounds,
 - be inspected before each use and
 - equipment will be removed from service when it shows signs of excessive wear or deterioration.

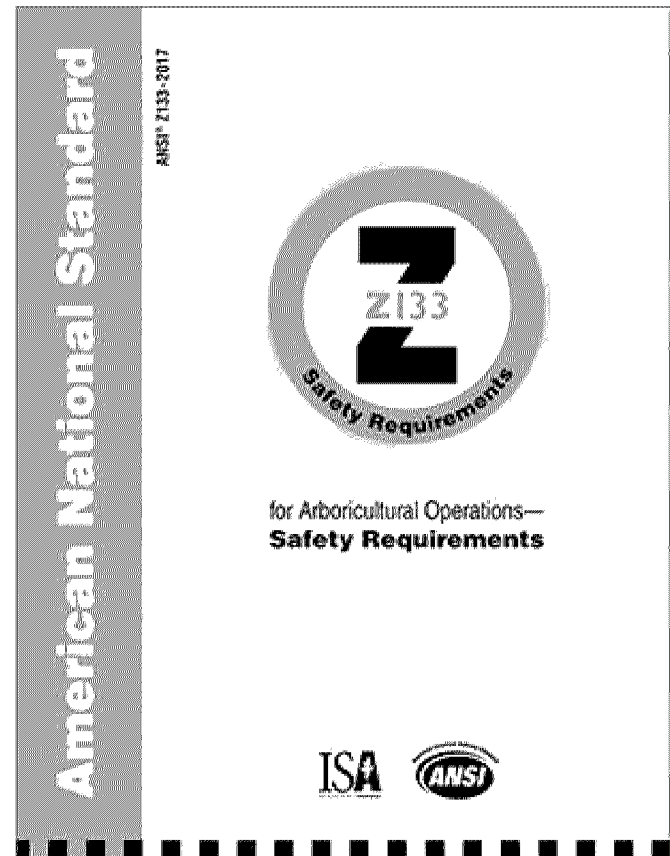
Attachment: 2022 Urban Forestry Management Plan (R-2022-15 : Urban Forestry Management Plan Resolution)



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- No work will be performed from a ladder or other similar support device unless the employee is tied in or has a minimum of two points of attachment to the tree.
- All pruning, removal and rigging operations will have a designated drop zone where limbs, trunks and tools can be dropped from aloft without impacting pedestrians or passersby. A visual or verbal communication system between the employee aloft and the employee(s) on the ground will be established to determine when the employee aloft can safely drop tree parts or tools.
- Any tree parts which cannot be safely dropped or controlled from aloft will have a separate rigging line tied to them to help control their fall. The tree will be inspected for structural stability prior to the establishment of a rigging system in the tree. When trees appear to have defects that could jeopardize the ability to safely use a rigging system to drop or control a limb, an alternate plan will be implemented.
- All equipment utilized in rigging will meet the load ratings for the limb being rigged, and a qualified employee, trained in proper rigging procedure will determine the rigging procedure and equipment to be utilized. Any equipment that has been damaged or overloaded will be removed from service. When removing a tree, a crew leader will determine what equipment is necessary and how many crew members will be directly involved in drop zone operations. A well-established escape route will be planned prior to the beginning of removal operations. Any non-involved workers will be away from the drop zone at a distance of twice the height of the trunk or tree being removed.
- Notches will be used on all trees and trunks greater than five inches in diameter during removal operations and should conform to the standards of ANSI Z133.1 Standard.
- Loose clothing, ropes, lanyards and saddles will not be worn during any tree care activity where the risk of entanglement with tools or machinery is possible, particularly with brush chippers.



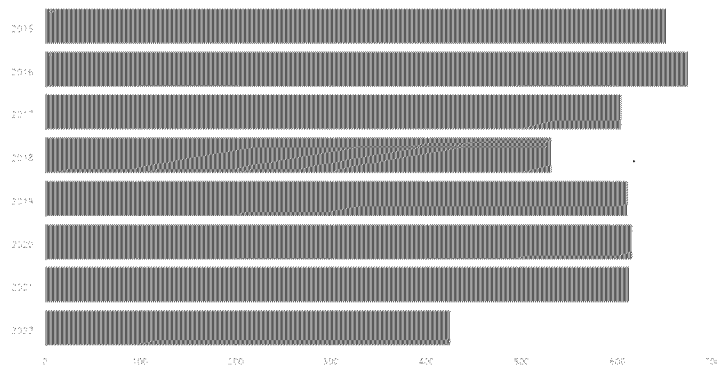


7. PUBLIC INVOLVEMENT AND INTERACTIONS

Resident Requests

The most consistent contact the Forestry Section has with the public is through resident requests. All requests from phone calls and emails to PW and even using the BG Connect App are all driven through our asset management software, Cartegraph. This system directly ties any resident request to specific assets such as trees.

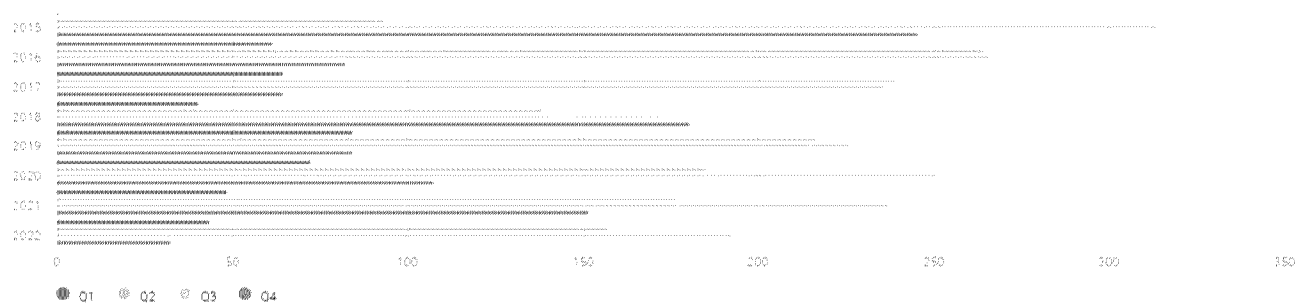
Forestry Requests



The Forestry section has averaged over 589 requests each year since 2015.

The greatest number of work order requests are received during the growing season when trees are in full leaf.

Forestry Requests by Quarter and Year



High winds and severe storms can affect the urban forest and generate large numbers of requests within a short period. These requests are prioritized by level of importance and addressed in that order. During storm cleanup the Forestry Section may handle numerous requests in a matter of days.

The goal of the Forestry Section is to respond to these calls within one to three days and the cleanup to be completed within two to three weeks after the storm, depending on the extent of damage in the neighborhoods.

Resident Contact

A large portion of the urban forest exists on private property. The Forestry Section frequently advises residents in the selection, planting, and removal and care of private trees.



8. STANDARDS FOR PROTECTION AND PRESERVATION

General Standards

The following specifications are intended to prevent unnecessary damage and destruction to trees.

- Authorization must be given by the Village Forester before anyone attaches or installs any metal materials, signs, cables, wires or other things foreign to the natural structure of the tree, excavates into the critical root zone within the drip line of a tree or treats the soil within the root zone with a soil sterilant.
- All site and landscape plans involving should show all existing trees. Trees to be protected and saved and trees to be removed should be indicated on the plans. Every effort should be made to preserve all “Key Trees” and “Significant Trees”.
- Trees to be saved should be marked prominently.
- Curb cuts should not be closer than 5 feet from the trunk of the tree. Paving or asphaltting should not be done closer than 2½ feet from the tree trunk.
- New sidewalks, paving or asphaltting must allow breathing space for tree roots. The following should be used as a guideline. For trees up to 4 inches in trunk caliper, 25 square feet of porous area is needed. For each additional 2 inches of tree caliper, 10 more square feet are needed.
- Where grade change is required, the same area must be provided either by construction of a dry well where the level is to be raised or by building a retaining wall where the level is to be lowered.
- Avoid cutting surface roots wherever possible. Sidewalks and paving levels should be contoured sufficiently to avoid such cutting.
- Excavation involving root cuts should be done rapidly. Make smooth, flush cuts on tree roots. Backfill before the roots have a chance to dry out, and water the tree immediately.
- Where many roots must be removed, prune branches out of the top of the tree to restore a proper top to root balance.
- If trees are in full leaf during the construction phase, supply supplemental irrigation.



Existing Ordinances

The Landscape Ordinance is contained in the Development Ordinance Title 16. Most issues related to planting and development of undeveloped areas are addressed in Section 16.50.120 of this ordinance. The Municipal Code 12.20.090 deals with practices and procedures for the planting, maintenance and removal of existing trees including elm trees infected with Dutch Elm Disease and Emerald Ash Borer.

Protection of Existing Trees

- All developers with sites containing any trees four (4) inches in diameter or greater, calipered at four and one-half feet (4 1/2') above the highest ground level, shall prepare a Tree Survey which shall certify the locations of all such trees and the species of each. Each tree which is required to be certified shall be tagged with an inventory number, mapped on the Concept Plan, and a written evaluation and rating of the tree's condition shall be submitted and shall include a description of the rating system and process used in the evaluation at the time of Concept Plan submittal. A Tree Preservation Plan shall be submitted showing such existing "Key Trees" and "Significant Trees" as identified during the preparation of the Tree Survey. All "Key Trees" and "Significant Trees" must be clearly identified in the required Tree Survey and shown on all Subdivision Engineering and Site development plans. All "Key Trees" and 80% of the "Significant Trees" will be preserved.
- The Village Forester shall review the developer's proposed methodology for saving or removing "Key Trees" and "Significant Trees". If, in the opinion of the Village Forester, the developer has not provided for necessary precautions in preserving "Key Trees" and "Significant Trees", the Village Forester will advise the Village Engineer that the developer has not provided for the protection of "Key Trees" and "Significant Trees" and recommend that Preliminary Plan approval not be granted until such time as the developer satisfactorily amends his plans for the preservation of such existing trees. If the developer, Village Forester and the Village Engineer cannot agree on a satisfactory plan, the developer can appeal the decision to the Corporate Authorities. Based on the review and approval of the Corporate Authorities the Village Forester may grant relief from the preservation requirements for "Key Trees" and "Significant Trees".
- The developer shall make every possible effort to save and protect all "Key Trees" and 80% of the "Significant Trees". All grading and construction equipment shall be forbidden from encroaching within the trees' 'critical root zone' (drip line). Materials detrimental to trees survivability shall not be dumped or stored within the trees' 'critical root zone' (drip line) or at any higher location draining toward the trees.



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- Where trees are to be saved, provision shall be made for erection of temporary fencing at the periphery of the 'critical root zone' (drip line) to keep construction from killing the tree or from compacting soil and damaging shallow feeder roots. At a minimum, all provisions of Section 201.05 of the "SSR & BC", latest edition, shall be followed. All "Key Trees" and "Significant Trees" removed will be replaced at the following ratio:
 - Key Tree – shall be replaced with two (2) inches for every inch of removal. The minimum size for replacement trees shall be six (6) inches in caliper.
 - Significant Tree – shall be replaced with two (2) inches for every inch of removal. The minimum size replacement trees shall be four (4) inches in caliper.

All replacement trees shall be guaranteed for a period of three (3) years. A replacement plan shall be submitted to the Village Forester for review and approval prior to granting the requested relief.

- In Lieu of installing replacement tree(s), the developer may compensate the Village of Buffalo Grove with a cash payment at the required replacement value. The required replacement value shall be calculated using the following method:
 - The Village will calculate the sum of inch diameter of "Key Trees" and "Significant Trees" removed multiplied by 2.
 - The Village will obtain three (3) prices from local landscapers for the purchase and planting of the sum of inch diameter of "Key Trees" and "Significant Trees" removed multiplied by 2.
 - The Village will invoice the developer for the calculated replacement value.
 - The funds collected shall be allocated to the Village Tree Replacement Program and used solely for the purpose of purchasing and planting new and replacement trees within the Village of Buffalo Grove.
- The care and protection of all plant materials specified to be preserved shall, at a minimum, follow the requirements of Section 201.06 of the "SSR & BC".



Chemical Application Standards

The Forestry Section has an integrated Pest Management Policy. Sensitivity to environmental issues and awareness of the impact and risks of pesticide use is the Section's greatest concern.

The Forestry Section maintains records of all pesticide use by village crews. These records contain information on the type of pesticide used, location, reason and weather conditions. Weather conditions are essential when a concern about pesticide drift or phytotoxicity arise and is noted on the report.

State and federal regulations regarding the use and disposal of pesticides will more than likely become more stringent in the future. The Forestry Section must continue to monitor the costs of pesticide use in-house and evaluate the most sustainable cost-effective procedure to continue an in-house program or outsource the activity.

When applicable and practicable, chemical control for common pathogens or pests may be utilized as a curative or preventative method. In general, removal of the tree may cost significantly less than to chemically treat a tree. In rare circumstances, the Village may decide to chemically treat trees. Residents must notify the Village Arborist before they attempt to treat their parkway trees. Chemical treatment may be allowed by residents at their own expense, if treatments are performed by a Certified Arborist or staff member with an Illinois Pesticide Applicator license.

The following specifications pertain to the spray application of fertilizers or pesticides to the above ground portions of trees.

- The pesticide applicator should know and understand the characteristics of those spray materials used by either himself or his employees and be aware of those recommendations stipulated by the manufacturer.
- Village of Buffalo Grove residents may perform chemical applications on parkway trees, such as treatment for EAB, DED, Apple Scab or other common maladies with prior permission from the Village. The Village will not bear any financial responsibility associated with the costs of such treatments, and treatments must be performed by a Certified Arborist who holds an Illinois Pesticide Applicators license. Additionally, trees being treated by residents may still be removed at the discretion of the Village for any of the reasons stated above. The Village may deny or revoke permission for chemical treatment of parkway trees if an unqualified contractor is utilized, if potentially hazardous chemicals are involved or for any other reason at the discretion of the Village.
- Ineffectual control, damage, injury or death to plants, animals or persons resulting from the use of spray materials exceeding the limitation of the manufacturer's guarantee shall be considered the responsibility of the licensed operator.



Urban Forestry Management Plan

8.K.c

- Spray machines should provide a spray coverage to all portions of the infested or infected tree being treated or it shall be considered inadequate to perform such operation.
- Spray equipment shall be kept clean and in good working order. The Village Forester or his representative may inspect same at any time and take samples of spray materials being applied.
- Operation with dirty tanks or equipment or unsanitary, unsafe methods of washing out or draining of same in public sewers and gutters is prohibited.
- No spray application shall be carried out when there is sufficient wind to make pesticide control ineffectual or create a hazard to persons, plants or property.
- No spraying of pesticides shall be done when air temperature is less than 40 degrees Fahrenheit. Exception: Certain growth regulators may be applied at lower temperatures.
- All spray machines other than pump-up hand sprayers must have agitators capable of always maintaining a uniform spray suspension when spray application is in progress.
- Adequate precautions shall be taken in all phases of spray application concerning factors of toxicity, phytotoxicity, chemical reaction or residual action pertaining to any spray materials used.
- Applicators applying chemical pesticides to public trees shall adhere to all federal and state laws and regulations pertaining to pesticides and their application.



9. AWARDS AND PROGRAMS

Buffalo Grove was designated a Tree City USA by the National Arbor Day Foundation for the 33rd consecutive year in 2021. The Village has actively participated in the Tree City USA program to improve the recognition of the importance of trees to the residents of Buffalo Grove.

A Growth Award, also given by the National Arbor Day Foundation (NADF) was presented to the Village three times in 1992, 2001 and 2002. This award recognizes consistent urban forestry program improvements.





10. EDUCATION AND DEVELOPMENT

The Village Forester/Forestry and Grounds Manager is a member of the International Society of Arboriculture, Illinois Arborist Association, and Society of Municipal Arborists and is also an ISA Certified Arborist, Municipal Specialist, and Tree Risk Assessment Qualified (TRAQ).



Forestry staff have adequate avenues to pursue additional educational opportunities. Training is available for improving skills related to arboriculture, such as certification programs, trimming, rigging, and integrated pest management classes. Five other Village employees, three of whom are in Forestry are ISA Certified Arborists. The ISA Certified Arborists in Forestry are also Municipal Specialists and one of them is also Tree Risk Assessment Qualified.



Job skills for use in other areas of Public Works are also available such as the Illinois Roads Scholar Program and Illinois Public Service Institute.





11. NEEDS AND GOALS

Maintenance Needs and Costs

- Buffalo Grove is gradually increasing its parkway tree population. As planted trees mature, additional budget increases will be needed to maintain the larger tree population.
- Most of the current tree population in Buffalo Grove is young and vigorous. The low removal rate and low cost of rotational tree pruning is partly due to the young population.
- The hazard evaluation and removal program will produce a short-term increase in funds needed for removal of these trees. Increased maintenance costs (pruning, removal, service requests, hardscape damage etc.) will occur in the next 10 to 20 years as the current tree population matures.

Long Term Goals

Three long-term goals that will continue to raise the quality of the Urban Forestry Program in Buffalo Grove are presented in the table below. Specific objectives developed in this management plan that will help achieve these goals are given. Time frames and need for additional budget input beyond current levels is projected.

Many of the objectives outlined in this table and report are part of activities already ongoing in the Urban Forestry Program in Buffalo Grove.

Goal 1

Continue to increase public education on the economic and environmental benefits of trees and increase public support and involvement in the Urban Forestry Program.

- Provide educational material to the Public and School age children on the environmental and economic benefits of trees. This can be done Arbor Day events, Public Works Open House, Farmer's Market Booth, National Night Out, and various other random events that come up through the year. This is an ongoing, annual goal for Forestry Staff.
- Continue to apply for, obtain and publicize Tree City USA, the Growth Award and other related awards. This is an ongoing, annual goal for Forestry Staff.



Urban Forestry Management Plan

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Goal 2

Continue to increase the safety, health and stocking level of the Urban Forest through the protection and maintenance of parkway trees with cost-effective, modern arboricultural practices.

- Increase species diversity of parkway trees by limiting of overstocked species.
- Continue annual survey of traffic control sign clearance.
- Update tree inventory using Cartegraph Asset Management Software. Tree inventory will be updated as we inspect trees prior to our cycle trimming program. Approximately, 20% of the trees are inventoried each year on a five-year cycle trimming program.
- Continue five-year cycle pruning program.
- Maintain master tree planting plan for the Village.
- Update tree ordinance as needed.
- Review and update Performance Standard manual to reflect latest industry standards.
- Continue the hazard survey for high risk, large diameter tree species.
- Continue to participate in research and professional urban forestry activities.
- Mulch all trees:
 - on Village Properties (not within a naturalized area) by the end of 2023
 - Pace and Metra
 - Fire Stations
 - Retention/Detentions
 - on ROW's all main road medians and parkways throughout the Village by the end of 2024
 - Arlington Heights Rd
 - Aptakisic Rd
 - Buffalo Grove Rd
 - Deerfield Rd
 - Dundee Rd
 - Half Day Rd
 - Milwaukee Rd
 - Old McHenry Rd
 - Weiland Rd

Attachment: 2022 Urban Forestry Management Plan (R-2022-15 : Urban Forestry Management Plan Resolution)



Urban Forestry Management Plan

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Goal 3

Develop administrative support for the protection and maintenance of urban trees, and budget enhancement to meet future demands on the Urban Forestry Program.

- Maintain formal agreements for maintenance of trees located on state and county right-of-way.
- Increase awareness for the protection of trees during construction.
- Substantiate future budgetary needs to meet increased maintenance needs.
- Apply for and obtain federal and state grants and other methods for funding to maintain urban reforestation.
- Update the Urban Forestry Management Plan as needed.



12. CONCLUSION

Improvements in the protection of trees during construction, tree species selection, planting practices, pruning techniques, insect and disease management and evaluation of the safety aspects of managing the urban forest have come about in the past three decades. Many of these improvements have been implemented through the urban forestry program in the Village.

A professional, cost-effective urban forestry program is functioning in the Village. Further refinement of the program based upon the current resource conditions and projections of future trends, techniques and practices must be reviewed regularly. A commitment to the implementation of the defined goals and objectives will be needed to continue to maintain, preserve, and expand the valuable urban forestry resource in Buffalo Grove.



13. REFERENCES

- “Trees In Urban Design”, Arnold, H.F. 1980, Van Nostrand, Reinhold Company, New York.
- “Container Tree Plantings in the City”, Cervelli, J.A., 1984, Journal of Arboriculture 10(3): 83-86.
- “Urban Forestry”, Second Edition, Deneke, G., 1986, New York, John Wiley and Sons
- “Urban Forestry”, Miller, R.W., 1988, Prentice-Hall, Inc. Englewood Cliffs, New Jersey. 404 pp.
- “Municipal Tree Manual”, Municipal Arborists and Urban Foresters Society, April, 1990 International Society of Arboriculture.
- “Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements”, ANSI Z133. 2017, American National Standards Institute, 2017, New York.
- “National Arborist Association Standards for Pruning, Guying, Fertilizing and Lighting Protection Installation Systems for Shade Trees and Standard for Hydraulic Sprayer Calibration”, National Arborist Association, 1985, New Hampshire.
- “Village of Buffalo Grove, Development Ordinance 16.50.120”, Village of Buffalo Grove, 2016 as amended, Buffalo Grove, IL.
- “Manual for Plant Appraisers”, Council of Tree and Landscape Appraisers, 1986, Washington, D.C.
- “Tree Planting Second Edition” Gary Watson, 2014, International Society of Arboriculture
- “ANSI A300 (Part 6)” TCIA 2012, Tree Care Industry Association
- “American Standard for Nursery Stock, ANSI Z60.1-2004, American Nursery & Landscape Association.
- “History of Buffalo Grove”, Buffalo Grove Park District, n.d.
<https://www.bgparks.org/buffalo-grove-history-2/>



Resolution No. R-2022-16 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes

Recommendation of Action

Staff recommends approval.

SUMMARY: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: March 21, 2022; April 4, 2022; April 18, 2022; May 16, 2022; June 6, 2022; July 18, 2022; August 1, 2022; August 8, 2022; August 15, 2022; September 19, 2022; October 3, 2022; October 11, 2022.

ATTACHMENTS:

- RESOLUTION - 110722 (DOC)

Trustee Liaison

Ms. Sirabian

Staff Contact

Jessie Brown, Community Development

Monday, November 7, 2022

RESOLUTION No. 2022-**RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, pursuant to Section 2.06 of the Open Meetings Act:

SECTION ONE: On October 17, 2022, the Corporate Authorities of the Village voted to approve the following Closed Session minutes:

March 21, 2022	April 4, 2022	April 18, 2022	May 16, 2022	June 6, 2022
July 18, 2022	August 1, 2022	August 8, 2022	August 15, 2022	September 19, 2022
October 3, 2022	October 11, 2022			

SECTION TWO: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the approved minutes listed in Section One.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED AND APPROVED this 7th day of November 2022

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: RESOLUTION - 110722 (R-2022-16 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes)



**Resolution No. R-2022-17 : Resolution Approving the 2022-2023
Snow & Ice Control Plan**

Recommendation of Action

Staff recommends approval.

SUMMARY: Annual resolution for Snow & Ice Control Plan to give Public Works the authority to remove snow and ice from Village streets and sidewalks during the winter season.

ATTACHMENTS:

- 2022-23 Snow and Ice Control Plan Memo (DOCX)
- 2022-2023 Snow & Ice Control Plan Res (DOCX)
- SNOW and ICE PLAN 2022-2023 (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 3, 2022
TO: Dane Bragg, Village Manager
FROM: James Warnstedt, Assistant Director of Public Works
SUBJECT: 2022-23 Snow & Ice Control Plan

Staff Recommendation

Staff recommends approval of the 2022-23 Snow & Ice Control Plan.

Overview

The Department of Public Works has updated the Snow & Ice Control Plan for 2022-23. This updated plan is a continuation of efforts that will guide our staff to most efficiently and effectively keep our roads safe during a snow and ice event. The topics covered in this plan are the Village's Anti-Icing Program, Route Assignments and Material Application Rates, Winter Maintenance Response Levels, Performance Goals and Objectives, Pace/Metra and Municipal Campus, Snow Fighting Equipment, Sidewalk Snow Removal, Staffing and Assignments, Municipal Codes and Village Ordinances.

The plan has no material changes, and the codified authority allows the Department of Public Works to remove snow and ice from Village streets, parking lots and sidewalks during the winter season.

RESOLUTION NO. 2022 – _

**A RESOLUTION ADOPTING THE 2022-2023 SNOW & ICE CONTROL PLAN
OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

WHEREAS, the Village of Buffalo Grove, Illinois (the “Village”) is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois that the plan attached hereto as Exhibit A is hereby adopted as the Village’s official Snow & Ice Control Plan.

SECTION ONE: The Corporate Authorities of the Village adopt the 2022-2023 Snow & Ice Control Plan.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

Attachment: 2022-2023 Snow & Ice Control Plan Res (R-2022-17 : Snow & Ice Control Plan Resolution)

EXHIBIT A
2022-2023 Snow & Ice Control Plan

Attachment: 2022-2023 Snow & Ice Control Plan Res (R-2022-17 : Snow & Ice Control Plan Resolution)

Village of Buffalo Grove

SNOW & ICE CONTROL PLAN



Public Works Department

Operation Division 2022 – 2023

Attachment: SNOW and ICE PLAN 2022-2023 (R-2022-17 : Snow & Ice Control Plan Resolution)

Chapter 1

Anti-Icing Program

The goal of the anti-icing program is to apply liquid blend on all Village streets prior to a snow event to prevent the bonding of the snow to the pavement. This process will allow time to call in our crews and have them out on their routes salting and plowing before the bonding of the snow to the pavement takes place. In some instances, it could save us from having to call out our salt crew for a light snow event. The liquid blend will be applied on the road in lines and has an effective range of 7-10 days.

We have two anti-icing methods that are in place, and they are determined by how soon the storm event will begin. When the storm is days away or when we are anti icing to stay proactive, we will use two staff members and two trucks to anti ice all village streets on regular working hours. This usually takes up to three 8-hour regular working days. The other method is when the storm is two days out or less, in this case we would use four staff members and two anti-icing trucks to anti ice all village streets for consecutive hours until complete, working overtime as needed. This process usually takes 24 consecutive hours.

The Village has three (3) anti-icing vehicles and two (2) anti-icing tanks. Truck 43496 has a 1300-gallon liquid tank with a two-lane sprayer system. This tank stays on this truck throughout the winter maintenance season.

Trucks 432 and 416 have the capability to carry and spray with our other anti-icing liquid tank. This tank is a 1050-gallon liquid tank with a three-lane sprayer configuration. On a regular basis this tank will be installed on 432 and will remain on this truck unless there is a need for a third back up truck during any given storm event.

Our Anti-icing program will cover all Village streets, including cul-de-sacs and blowouts.

When anti-icing, we will be applying material at a rate of 30 gallons per lane mile with a blend rate of 80% brine and 20% Beet Heet. Truck 43496 with the 1300-gallon tank will complete all main roads first, while truck 432 with the 1050-gallon tank will start on the south end of town and work toward the north. Once truck 43496 has completed the main roads this truck will join 432 in anti-icing all Village streets from north to south. An anti-icing task should be made and attached to the current anti-icing work order. Information that should be noted on the task is temperatures (road & surface), wind speed, current weather, gallons used (of BG blend or for each product) and miles driven.

After each anti-icing task, both tanks will be drained, and all systems cleaned.

Chapter 2

Program Route Assignments and Material Application Rates

The Village of Buffalo Grove Public Works Department is responsible for the removal of snow and ice from 125 centerline miles of public streets, including 372 cul-de-sacs and Village parking lots. There are also 27.02 miles of additional roads within the municipal boundaries that are not part of this program and are maintained by a variety of State, County, and Township agencies.

The goal of the Snow and Ice Control Program is to maintain pavement surfaces on village owned and maintained streets. Maintenance will be accomplished with resources available and assigned, with efforts always focused on safety and ability of emergency vehicles to traverse the village during winter storm events. After an event ends, the goal will be to clear streets “curb to curb” as soon as possible, with an understanding that differing levels of snow and ice accumulation will affect overall maintenance time. With the staff and route reductions in 2020-21, an average goal time is 12 hours after the end of an event. Public Works is using this goal as a marker to improve service under the new resource limitations.

The Village of Buffalo Grove Public Works Department Snow and Ice Control program is supported by all Sections that comprise the Public Works Department and all full-time staff members will be trained in our program goals and operational procedures.

Route Assignments

The Public Works Department has divided the Village roads into 8 clearly defined route assignments. Of these 8 routes 2 routes will have trucks with 12’ front blades & 10’ wing blades, 3 routes will have trucks with 12’ front blades & 8’ wing blades and 3 routes will have trucks with 11’ front blades and 10’ undercarriage blades. In addition to 8 route assignments assigned to Village roads, additional staff members are assigned to various other areas that are covered under our snow plan. These include:

- Supervisor to oversee all snow and ice operations.
- Floater Driver.
- Mechanic.
- Campus route.
- Pace/Metra route.
- Pace/Metra parking lot route.
- Additional Crew 1 and Crew 2 staff.

A total of 23 staff members will be available for any given winter storm event.

The Public Works Department has established 2 Winter Maintenance Crews, who will each be responsible for snow and ice activities, as well as other winter emergency activities during a 12-hour period each day.

One crew will be responsible for snow and ice activities between 12:00 am – 12:00 pm, while the second crew will be responsible for snow and ice activities between 12:00 pm – 12:00 am. On a bi-weekly basis, these crews will rotate between the AM and PM responsibilities. In the event of a prolonged snow event, these crews will work successively in a “12 hours on – 12 hours off” sequence to maintain the service level on all roads.

During regular business hours, (when a trigger point has been activated) the salt or plow crew that is not on shift call will be available to tandem plow with the front-line drivers as needed or to help plow designated court routes in 1 ton and pick-up trucks. If determined by the Deputy Director of Public Works or designee, these support staff members that are assigned to specific routes will also be available to plow areas of greatest need during a storm event.

The utilization of support personnel will be determined by the Deputy Director of Public Works or designee (using the trigger point process) if prolonged, or severely heavy snow is forecast, or as other factors affecting Public Works staff levels are encountered. Support personnel includes but is not limited to administrative staff, off duty sworn Village personnel, and Engineering staff.

In the event of a major storm event, back up personnel, along with the front-line staff members, will tandem plow their assigned routes. These two trucks will plow the route together staying in view of each other, so that our GPS system can continue to track our progress.

For the 2021 winter season we have moved to the Garmin GPS system, which is operator friendly and gives us the opportunity to control our own GPS program and affords us the option to change routes as needed at any time. Each of our 9 routes are uploaded on all Garmin’s, which include the plow and salt routes. Any driver will be able to pass through any route using this new system.

Salt and liquid application rates

300 lbs. of salt per lane mile and 30 gallons of liquid per ton of salt is our *standard application rate* while salting.

300 lbs. of salt per lane mile and 30 gallons of liquid per ton of salt is our *standard application rate* while plowing our **wing routes**.

300 lbs. of salt per lane mile and 20 gallons of liquid per ton of salt is our *standard application rate* while plowing our **“A” lap** (salting on the second pass).

200 lbs. of salt per lane mile and 30 gallons of liquid per ton of salt is our *standard application rate* while plowing our **“B” lap**.

20% blend will be our starting point when making liquids to pre-wet salt. This percentage can and will change as weather conditions change.

Anti-Icing liquid rates - 20% liquid blend (80% of brine and 20% of Beet Heet) is our *standard application rate* while Anti-Icing our roads.

All these rates can and will be adjusted as needed when the road temperatures or storm event move up or down from the standard.

10 Salt application settings – 200, 250, 275, 300, 350, 400, 450, 500, 600, and 700.

10 Liquid application settings – 5, 10, 15, 20, 25, 30, 35, 40, 45, and 50.

Chapter 3

Winter Maintenance Response Levels

Generally, when our new WX Horizon weather system website sends us alerts that there is “snow possible” we will have our Crew Manager on call review the reports and evaluate the road conditions either on site or off site and communicate with the snow command team (which consist of Senior Public Works staff) to determine the next course of action. The on-call crew manager will either call in his crew or continue to evaluate the road and air temperatures along with the road conditions, calling in the snow fighting crew when needed.

Definitions and descriptions

The Public Works Department has multiple response levels suited to meet the needs of our community and plan. Management staff will evaluate the present and projected conditions of every snow event and determine which response level is appropriate to battle the storm.

Below is a description of each of the response levels and an explanation of how the staffing will adjust to meet the challenges of each response.

Level #1 Response

Level #1 Storm Event – this is defined by the Public Works Department as an event that should not require more than a standard application of Road Salt treated with a blend of liquid deicer. Typically, this event will vary from wet roads that ice over up to an inch and a half of snow, with weather and road temperatures that are suitable for simply melting the snow from the pavement. The Crew Manager will have the option to plow the crown of the roads as they salt if the snow accumulation or the road temperature warrants this process. The 8’ wing trucks will have to remember to adjust their spinner when moving from salting to plowing and vice versa. When the salt crews drop plows, they will be making 1 additional pass down each street and salting on the second pass as they go. However, they will not be curbing the streets. The

additional pass is to clear the snow from the center of the road and the combination of salt, liquids, and traffic will melt the three feet of snow that is left on the curb line. **Note – It is important to remember that road salt and liquid deicer requires a combination of time, traffic, and sunlight to achieve a full melt off any accumulated snow. The application of road salt will not achieve immediate bare pavement conditions.**

Level #2 Response

Level #2 Storm Event – this is defined as a plowable snow event, not requiring more than the standard 8 5-Ton plow trucks plowing snow and applying road salt with liquid deicer once the road has been plowed. This response level is appropriate for steady, moderately accumulating snow events that do not typically exceed 24 hours in duration. A trigger point can be activated during this event, and we will respond accordingly. When predicted snow fall is 3” or more all snow and ice equipment should be activated.

Level #3 Response

Level #3 Storm Events – this is defined as a plowable snow event, with larger and faster accumulating snow totals. This is a fast-moving winter event not typically exceeding 24 hours in duration. For this response level, the Public Works Department would “overlap” the winter maintenance crews and assign extra personnel and equipment during the normal working hours of 7:00 am – 3:30 pm, with the expectation that the largest part of the event was behind us when the original crew leaves work at 3:30 pm. Cul-de-sac vehicles or tandem plowing may be deployed during this type of storm event.

Level #4 Response

Level #4 Storm Events – this is defined as a plowable snow event that is expected to last for 36 hours or longer. The Public Works Department would initiate the 12 hours ON / 12 hours OFF call back procedure with split crews working from midnight – noon and noon – midnight for the duration of the event. This response level is appropriate for steady, moderately accumulating snow events that will persist for quite a while, and ultimately depositing a significant total amount of snow on the ground.

Level #5 Response

Level #5 Storm Events – this is defined the same way as a Level #4 with crew assignments similar. What differentiates a Level #5 response will be the rate of accumulation, the difficulty of pushing the snow due to the weight of the snow, and other storm related challenges that slow down the overall process for the program. If Management staff determines that storm conditions warrant a Level #5 response the following will be added to the existing Level #4 response:

- Additional staff and equipment assigned to each residential Route; to work in tandem with the primary 5-Ton plow unit.
 - 7:00 am – 3:30 pm
 - 7:00 am – 7:00 pm (depending on the conditions and available manpower)
- Rotating Winter Maintenance Supervisors working in 12 hour shifts along with split primary crews.

Level #6 Response

Level #6 Storm Events – this is defined by the Public Works Department as an event that cannot be completed during our standard plowing cycle time goal. This would be a blizzard or large ice storm event, which would require us to change from our standard cycle times and general service level to an emergency service level.

- Focus on arterial routes
 - The three 8' wing routes and three belly blade routes would be supported by a secondary truck that can maintain court openings.
 - The two 10' wing routes would be supported by a secondary 5-ton truck to work in tandem in this route.
 - All trucks would be in A lap mode only, making a single pass in each direction including cul-de-sacs.
 - Blowouts and hammer heads will be addressed at the end of the event.
 - Plow trucks at the ready to assist with plowing in areas that have not been designated for scheduled plowing.
- Floater for EMA assist
- Floater for stuck vehicles in our way
- No campus or Metra sidewalk effort
 - Minimal effort on PD & PW Lots
- No immediate response to resident complaints on driveways or other issues
- Public Works Superintendent and Admin staff will be present to take calls and answer questions.
- Public Works open to the Public.
- Public Works staff responding to other emergencies like downed trees/limbs or power outages.

The current storm event response level will be posted in the front office during any given snow event. This is done so all staff are aware of the conditions, aware of all assignments, or any changes to assignments throughout the event. The winter maintenance supervisor will send out emails to management staff when any response level changes are made during an event.

Chapter 4

Performance Goals and Objectives

The Snow and Ice Control Plan have divided the streets maintained by the Public Works Department according to center line miles and anticipated plowable lane miles, as well as travel time. The Public Works Department has assigned equipment for these routes targeted towards the anticipated plowable lane miles, the targeted needs of any given route, and the challenges of each. Although routes do vary in time and total miles, drivers are instructed to help each other until all routes are completed and all Village streets are cleared of snow.

During a Snow Event

The Public Works Department has established a pattern where each street will be plowed in each route once before plowing any one street a second time. In the case of our 5 wing trucks each street will be plowed from the center of the road to the curb during the first run through the route. In the case of our 3 undercarriage trucks, we will make a center lane pass in each direction on the first run through the route and then make a curb pass on the second run through the route. These route runs include passes in and around cul-de-sacs as vehicles proceed through their assigned Route. As route runs are completed, operators and equipment will start over and proceed through their assigned routes again, as needed. This pattern will continue for the duration of any snow event until the snow has stopped and clean up procedures can begin.

During a snow event, staff will utilize road salt and liquid deicer as instructed by the Crew Manager. In a prolonged snow event, the use of materials will be adjusted to the appropriate application rate to prevent snow from bounding to the surface of the road. The Crew Manager will evaluate road conditions throughout the snow event and communicate instructions and application rates, as needed.

When plowing Cul-De-Sacs all trucks will work in a clockwise rotation making sure to clear the court as quickly as possible without burying driveways. The goal is to clear the cul-de-sac as quickly and best as possible without putting excessive snow in any one driveway and limiting backup, as well as clearing the court for easy passage. When there is a need to push snow up into the center island or into the parkway where there aren't any center islands, the driver should make as few pushups as possible, and moving on through the route. Clean up of courts will take place when your route is done, and we are in clean up mode, but courts should still be cleared for easy passage as we pass through the route.

Clean up Procedures

Clean up procedures will begin when routes have successfully been cleared curb to curb. Clean up consist of clearing snow from various areas like intersections, cul-de-sacs, and any other areas that snow has built up due to accumulation.

During clean up despite the stacking of snow in the parkways, it is reasonable that cul-de-sac driveway aprons will receive similar quantities of deposited snow as the aprons along the streets. Cul-de-sac driveway aprons will not be plowed by staff as part of routine snow and ice control maintenance.

As always staff will not apply materials to melt snow. Staff will plow off accumulating snow and apply materials to prevent refreezing of the pavement. This includes sidewalk and parking lot plowing

Chapter 5

Pace / Metra and Municipal Campus

Winter Maintenance

PACE / METRA

The Pace and Metra parking lots and sidewalks will be maintained throughout the winter season and during snow and ice events. The Public Works Department will assign seasonal staff to perform ongoing winter maintenance in conjunction with the train schedule for all sidewalks, entrances & dog park path, along with full time staff to clear all lots of snow.

The schedule for winter maintenance is as follows:

Monday – Friday

When it becomes necessary, the Public Works Department will have full time staff arrive to work at 5:00 am to inspect the walks and lots and perform salting on icy surfaces as needed.

During a snow and ice event, seasonal staff is assigned to the maintenance of walks, entrances & dog park path as part of the afterhours call back. The seasonal staff will report to work to clear snow from walks, entrances & dog park path. The seasonal staff will apply salt as needed or as instructed by the crew manager. If it becomes necessary to plow accumulated snow, the seasonal staff will clear snow from the walks, entrances & dog park path, including the main entrances to both the Pace and Metra drop off locations. The seasonal staff will continue to keep open passes on all walks and main driveway until the final train has arrived and all passengers have been dropped off and depart the facility (10:00 PM).

The seasonal staff will either continue to clear all sidewalks and salt as needed after hours while snow is still accumulating at pace/metra, or they may be moved to campus to help clear sidewalks and lots there. The full-time staff will plow all parking lots after hours. This shift will start based on the snow accumulation, keeping in mind all lots need to be cleared by 5:00 AM the next morning.

Weekends

The weekend schedule for winter maintenance at Pace/Metra goes into effect every Friday at 10:00 pm. In most cases we will be addressing the pace/metra walks and lot through the weekend as storm events occur with our regular snow and ice crew. However, winter maintenance activities at pace/metra will not necessarily be performed during the weekends. If plowable snow has accumulated over the weekend, we will report to work early the following Monday to clear all snow from walks and lots. We will maintain access to the Park District dog park at the rear of the lots until the end of the snow event. (Note: When necessary, a weekend crew will be called in to clear and salt snow and ice. Temperatures and accumulation will determine these needs.

MUNICIPAL CAMPUS WINTER MAINTENANCE

The seasonal staff is responsible for the winter maintenance activities for the following list of municipal parking lots and sidewalks:

- Public Service Center
- Village Hall
- Police Department

During snow and ice events, the seasonal staff will maintain these identified parking lots and sidewalks completing salting and snow removal based on priority and greatest need.

The schedule for winter maintenance is as follows:

Light Snow – Salting Application

During a typical salt call out, the seasonal staff on call will sensibly salt all identified campus parking lots and sidewalks. The Crew Manager will inspect the municipal campus during and at the end of each event.

Accumulating Snow – Plowing Application

When snow starts to accumulate the seasonal staff will alternate from plowing the walks to plowing the parking lots. The Crew Manager will inspect the municipal campus during and at the end of each event.

Normal business hours: Monday – Friday (7:00 am – 3:30 pm)

The seasonal staff will keep all driving lanes open with clearing passes in each parking lot. Seasonal staff will attempt to clear parking stalls and piles of snow as time permits. Police lots

will depend on the availability of staff to shuttle vehicles between lots. Seasonal staff will maintain clearance of campus sidewalks.

After hours and weekends:

Following normal business hours, snow and ice maintenance will be completed by a seasonal staff. The seasonal staff will plow all identified parking lots and sidewalks on the campus. All sidewalks leading up to the Police Station, Village Hall, and Public Service Center will be cleared using walk behind snow blowers or hand shovels only. seasonal staff will coordinate with Police staff to shuttle cars between lots so that both lots can be cleared.

Other Municipal Locations Maintained by BGPW

- 3 Fire Station parking lots (SALTING ONLY)
 - Buffalo Grove Golf Course parking lots (SALTING ONLY)
 - Arboretum Golf Course parking lot (SALTING ONLY)
- These locations will be maintained by our Floater Mechanic and truck 416 will be used for this process.

Additional Procedures

- When changing shifts, the goal is to keep the truck on the route as much as possible having the current driver return to the shop at 11:45 and the on-shift driver returning to the route at 12:00, after meeting with his partner driver and manager.
- Snow Buddies need to work together and communicate on a regular basis for shift change, call coverage and any other issue that effects your route responsibilities.
- No one can park in the shop during any type of snow event.
- When parking in our lot please park in groups, so that we can plow as big of areas as we can during the event.
- Our liquid Farm needs to be kept at full capacity. Ordering Beet Heet ahead of time and keeping our brine tank full is a priority.
- When trucks go down the mechanics need to give the manager a solid, “will be back up in 15 minutes or less” if they can’t guarantee that, the driver takes the first backup truck.
- The backup truck order should be as follows: 42202 first out, this truck will always be loaded with salt and liquid. 416 second out and will need to be loaded. When our second backup truck hits the road 432, our third backup truck needs to be prepared for battle. That means the anti-icing tank needs to be removed from this unit.
- Benching needs to occurs on a regular basis, along with court cleanout when snow accumulates on the parkway.

Chapter 6

Snow Fighting Equipment

Primary Snow Fighting Equipment

(6) 5 – ton units with nose plow, undercarriage plow, salt spreader, and 150-gallon liquid tank to prewet the salt.

<u>UNIT #</u>	<u>YEAR</u>	<u>MANUFACTURER</u>	<u>PLOW TYPE</u>
432	2011	International	11 ft. Bonnell nose plow 10 ft. Bonnell undercarriage 150 gal. rear liquid tank
416	2011	International	11 ft. Bonnell nose plow 10 ft. Bonnell undercarriage 150 gal. rear liquid tank
424	2007	International	11 ft. Bonnell nose plow 10 ft. Bonnell undercarriage 150 Gal. Rear Liquid Tank
426	2007	International	11 ft. Bonnell nose plow 10 ft. Bonnell undercarriage 150 Gal. Rear Liquid Tank
428	2007	International	11 ft. Bonnell nose plow 10 ft. Bonnell undercarriage 150 Gal. Rear Liquid Tank
42202	2002	International	11 ft. Monroe nose plow 10 ft. Monroe undercarriage 100 Gal. Rear Liquid Tank

(5) 5 – ton wing units with nose plow, wing plow, salt spreader, and 300-gallon liquid tank to prewet the salt.

<u>UNIT #</u>	<u>YEAR</u>	<u>MANUFACTURER</u>	<u>PLOW TYPE</u>
414	2015	Freightliner	12 ft. Bonnell nose blade 10 ft. Bonnell wing blade (2) 150 gal. side liquid tanks
418	2017	Peterbilt	12 ft. Bonnell nose blade 8 ft. Bonnell wing blade (2) 150 gal. side liquid tank
434	2015	Freightliner	12 ft. Bonnell nose blade 10 ft. Bonnell wing blade

(2) 150 gal. side liquid tanks

422	2019	Peterbilt	12 ft. Bonnell nose blade 8 ft. Bonnell wing blade (2) 150 gal. side liquid tanks
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439	2019	Peterbilt	12 ft. Bonnell nose blade 8 ft. Bonnell wing blade (2) 150 gal. side liquid tanks
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(2) Anti-Icing liquid tanks.

43496	1996	International	(1) 1300 gal. liquid tank
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416/432	2011	International	(1) 1050 gal. liquid tank
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Secondary Snow Fighting Equipment

(4) 1.5 Ton Dump Trucks with nose plows and dry material spreaders

<u>UNIT #</u>	<u>YEAR</u>	<u>MANUFACTURER</u>	<u>PLOW TYPE</u>
415	2011	Ford F450	9 ft. Western nose plow
420	2011	Ford F450	9 ft. Western nose plow
417	2011	Ford F450	9 ft. Western Pro V plow
419	2011	Ford F450	9 ft. Western Pro V plow

(4) 1 Ton Pick-up Trucks with nose plow

<u>UNIT #</u>	<u>YEAR</u>	<u>MANUFACTURER</u>	<u>PLOW TYPE</u>
460	2018	Ford F350	8 ft. Western nose plow
461	2018	Ford F350	8 ft. Western nose plow
470	2018	Ford F350	8 ft. Western nose plow
472	2008	Ford F350	8 ft. Western nose plow

(3) ¾ Ton Pick-up Trucks with nose plow

<u>UNIT #</u>	<u>YEAR</u>	<u>MANUFACTURER</u>	<u>PLOW TYPE</u>
450	2018	Ford F350	8 ft. Western nose plow
457	2002	Chevrolet 2500	8 ft. Western nose plow
441	2002	Chevrolet 2500	8 ft. Western nose plow

Specialty Snow Fighting Equipment

<u>UNIT #</u>	<u>YEAR</u>	<u>MANUFACTURER</u>	<u>PLOW TYPE</u>
453	2008	Ford F350 Utility Body	8 ft. Western with crane

Additional Snow Fighting Equipment

<u>UNIT</u>	<u>YEAR</u>	<u>TRACTOR TYPE</u>	<u>BUCKET CAPACITY</u>
FEL 1	2008	Atlas Bobcat S300	¾ cu.yds.
FEL 2	2005	Caterpillar fel/backhoe	
FEL 3	1998	Volvo L 90	3 cu.yds. /5 cu.yds.
FEL 6	2016	Caterpillar fel/backhoe	
FEL 5	2008	Atlas Bobcat S70	¼ cu.yds
MT T1	2014	Trackless Snow Blower	

Chapter 7

Sidewalk Snow Removal

The Village Board of Trustees has directed staff to remove snow on certain sidewalks in the Village. Sidewalks located near multi-family areas housing senior citizens and retail areas have been identified as sidewalks the Village will maintain during the snow season, as well as all properties owned by the Village. In addition to the sidewalks near multi-family housing, the Village will also perform snow removal on sidewalks identified as school routes for children walking to/from school, or sidewalks leading to/from areas of mass transportation. These walks will be cleared when accumulated snow requires plowing. Sidewalk snow removal activities will be completed after all Village-maintained streets have been completed. Maintenance on the sidewalks will take place on regular working hours after a storm event or on the rare occasion that the storm event ends on the beginning of a weekend or holiday a crew will work on overtime to complete sidewalk plowing. The Deputy Director or his designee will make that call.

The Public Works Department utilizes a combination of 2 pieces of equipment to complete the 27 miles of identified sidewalks. 1 Bobcat skid loaders (fitted with snow brooms, blowers, or plow blades) and 1 MT Trackless tractor (fitted with a snow blower, broom, or plow blade). This activity will take 2 employees approximately 1 - 2 business days to complete. Additional staff and equipment can be used when needed.

Certain areas may be suspended from snow removal due to higher-than-normal accumulation levels. Staff will advise the Office of the Village Manager if this becomes necessary.

Chapter 8
Public Works Front Line Staffing
And
Winter Maintenance Assignments

The Public Works Department is comprised of 41 full time staff members and 10 seasonal staff members that will be included in the Snow and Ice Control Plan. Staff members will be assigned either a primary or secondary responsibility for winter maintenance activities based on program needs, as well as departmental responsibilities outside of the snow and ice control program.

2022-2023 OPERATIONS WINTER MAINTENANCE CREW ASSIGNMENTS		
CREW #1	ROUTE ASSIGNMENT & EQUIPMENT	CREW #2
	SUPERVISOR TR 460	
	1 8' WING 422	
	2 8' WING 439	
	3 8' WING 418	
	4 BB 424	
	5 BB 426	
	6 BB 428	
	7 10' Wing 414	
	8 10' Wing 434	
	MECHANIC*FLOATER	
	FLOATER*MECHANIC TR 461	
	CAMPUS TR 403	
	CAMPUS	
	PACE/METRA TR 472	
	PACE/METRA LOTS AM	

Attachment: SNOW and ICE PLAN 2022-2023 (R-2022-17 : Snow & Ice Control Pla

The Public Works Department will staff 2 Winter Maintenance Crews; each of which will cover 12 hours of the 24-hour day. As employees assigned to primary winter maintenance activities are away from work on leave, employees from the secondary winter maintenance pool will be moved to the primary assignments. Each of the crews will be supported by two 2 mechanics that will be responsible for repairs and other floater task.

Alternate Winter Maintenance Assignments – Staffing

Additional support staff comprising of administrative staff, Engineering staff, and off duty sworn Village personnel may be utilized during the winter season. Many factors contribute to the unique characteristics of every winter storm event that could result in this level of staffing. If determined by the Deputy Director of Public Works or his designee, this additional support staff may be called upon to assist with winter maintenance activities.

County and State Agencies Responsibilities

In addition to the streets maintained by the Buffalo Grove Public Works Department, there are multiple County and State agencies that perform snow and ice control maintenance on streets throughout the Village of Buffalo Grove. The Buffalo Grove Public Works Department does not perform snow and ice control maintenance on any of these streets. All snow and ice related questions, comments, or concerns should be directly communicated with the agencies responsible for snow and ice control maintenance on the given streets.

Agency Contact Information

Illinois Department of Transportation	847-705-4226
Lake County Highway Department	847-377-7498
Cook County Highway Department – District 1	847-397-4145
Cook County Highway Department – District 2	847-827-1164
Village of Wheeling	847-279-6900
Village of Arlington Heights	847-368-5800
Vernon Township	847-634-4600

County and State Roads not maintained by Village of Buffalo Grove

Buffalo Grove Rd	Arlington Heights Rd
Rt. 22 (Half Day Rd)	Rt. 68 (Dundee Rd)
Aptakisic Rd	Rt. 21 (Milwaukee Ave)
Deerfield Pkwy	Rt. 83 (McHenry Rd)
Lake-Cook Rd	

Chapter 9
Municipal Codes – Village Ordinances
Mailbox Damage Policy

Village of Buffalo Grove Municipal Code

Chapter 2.08.040 Duties

The Village Manager shall be the chief administrative officer of the Village and shall be responsible to the Corporate Authorities for the proper administration of the affairs of the Village. The power and duties of the Village Manager shall be to:

- E. Exercise control of all departments and divisions thereof now in existence, or that may hereafter be:

The Public Works Department operates under the authority and approval of the Village Manager. The Village Manager or his or her designee authorizes the Public Works Department to administer the snow & ice control plan on an annual basis.

Chapter 10.08.010 Parking Restrictions

It is unlawful to park any vehicle on any public highway for a period of three minutes at any time after snow begins to fall and for a period of twenty-four hours after snow stops falling if the snow on the street exceeds two inches in depth; provided, that said twenty-four-hour parking restriction shall continue during snow removal operations until completed. As an exception to the provisions of this Chapter, any vehicle may park for a period not to exceed thirty minutes while engaged in loading and unloading property.
 (Ord. 95-35 § 3 (part), 1995; Ord. 66-1 § 25, 1966).

Chapter 10.08.020 Deposit of snow upon public highway

It is unlawful to plow or remove or cause to be plowed or removed ice or snow from any shopping center, parking lot, commercial or institutional service area or driveway or any other public or private service area or driveway and deposits such ice or snow upon a public highway or along the shoulder or edge of a public highway. Such prohibition shall also pertain to a residential driveway or sidewalk.
 (Ord. 95-35 § 3 (part), 1995).

Mailbox Replacement Policy

It shall be the policy of the Public Works Department to repair all mailboxes that have been damaged by DIRECT CONTACT WITH THE SNOWPLOW during snow removal operations. Before the snow season begins, plow operators will drive their assigned routes and make note of those

mailboxes that may be a hazard. The driver will also note those mailboxes that are already in state of disrepair for future consideration if contact is made with snowplow. Residences identified as having mailboxes in disrepair will be notified with a deficient mailbox door tag explaining the mailbox replacement policy.

Occasionally during winter plowing when snow has accumulated at the curb to a height greater than three feet, the windrow of snow coming off the snowplow blade will have a wave effect across the top of the snow. This wave effect will dislodge mailboxes from the post. If this occurs, it shall be the responsibility of the resident to replace his/her mailbox.

If a mailbox and/or post are damaged by direct contact by the snowplow blade and is beyond repair, it is standard Village policy for the mailbox and/or post to be replaced by the Village with the Village of Buffalo Grove standard mailbox and wooden wolmanized 4" x 4" post as illustrated on the attached installation document.

If a decorator mailbox and/or post are damaged by direct contact by the snowplow blade and is beyond repair, the standard procedure is that the Village will replace the mailbox and/or post with the approved standard mailbox and/or post. If the resident chooses to have the decorator or standard mailbox and/or post replaced, the Village will reimburse the resident the cost of materials for the approved standard mailbox and/or post up to the amount of \$50.00 and it shall be the responsibility of the resident to purchase and install the decorator or standard mailbox and/or post.

The following procedure is required for reimbursement

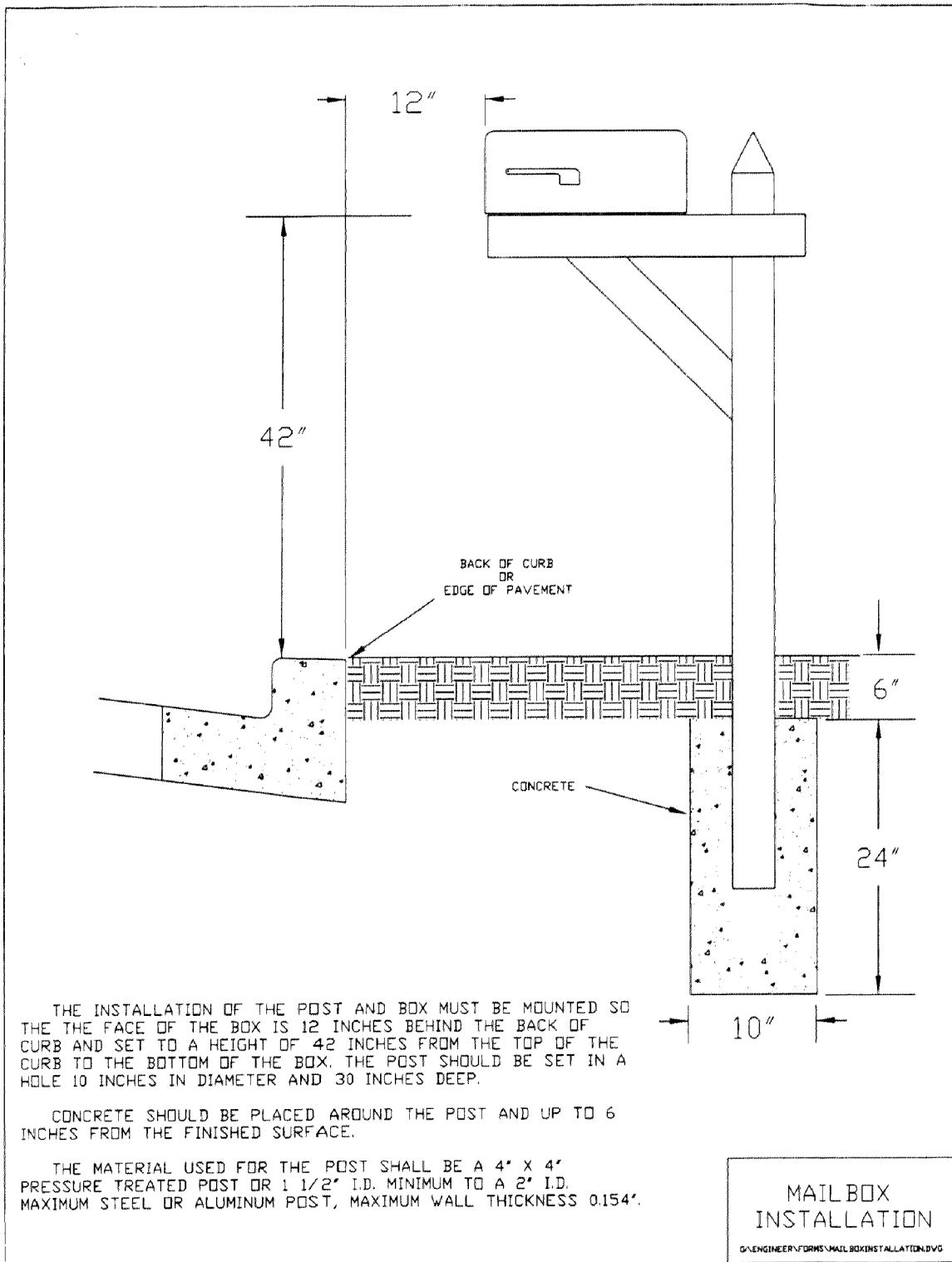
- The resident will call the Public Works Department to report the damage within 1 working day of the end of a plowable snow event.
 - The Public Works will send staff to inspect the damage for a direct plow blade strike
 - Once the damage has been investigated Public Works staff will respond to the resident and inform them of the Public Works response. If the damage is due to a direct plow blade strike the resident will have the option to buy and install a new mailbox and/or post and submit for reimbursement up to \$50.00. The resident will also have the option to have the Public Works Department install the standard mailbox and/or post.
- If the damage is not due to a direct plow blade strike, the resident will be informed that any repairs or replacement will be done at the resident's expense.
- Mailbox repairs that can be completed prior to the springtime snow melt and thaw will be completed as soon as possible. Mailbox post replacements will take place following the winter season when snow melt and thaw allows for new post installations.
 - Residents that have mailbox and/or post damage that choose to repair/replace themselves are responsible to submit receipts for materials to the Public Works Department. Once the repairs and/or replacements have been completed, Public Works staff will inspect the completed work to make sure the installation was done properly. Pending proper installation confirmation, reimbursement will be made to the residents for materials purchased to make the repair up to \$50.00.

Reimbursement checks will be processed as a purchase order and will follow the same purchase order procedures as an invoice.

Proper Installation of mailbox and/or post

Installation requirements for mailboxes and/or mailbox posts have been established by the Village of Buffalo Grove Engineer. Any reimbursement for mailbox repairs or replacements must follow the established installation requirements.

The installation of the post and box must be mounted so the face of the box is 12 inches behind the back of curb and set to a height of 42 inches from the top of the curb to the bottom of the box. The post should be set in a hole 10 inches in diameter and 30 inches deep. Concrete should be placed around the post and up to 6 inches from the finished surface. The remaining 6 inches should be back filled with dirt once the concrete has hardened. The material used for the post shall be a 4" x 4" pressure treated post of 1-1/2" I.D. minimum to a 2" I.D. maximum steel or aluminum post, maximum wall thickness 0.154".





Resolution No. R-2022-18 : Resolution Ceding the 2022 Unused Private Activity Bond Volume Cap

Recommendation of Action

Staff recommends approval.

SUMMARY: Buffalo Grove is the host of the Lake County Partners Private Activity Bond Clearinghouse. The resolution is required annually so that unused funds can be transferred over to the next year and used in the future.

ATTACHMENTS:

- Buffalo Grove Resolution Ceding 2022 PABC (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, November 7, 2022

RESOLUTION NO. 2022-

A RESOLUTION CEDING THE 2022 UNUSED PRIVATE ACTIVITY BOND VOLUME CAP OF THE VILLAGE OF BUFFALO GROVE (INCLUDING VOLUME CAP TRANSFERRED FROM OTHER LAKE COUNTY HOME RULE UNITS) TO LAKE COUNTY.

WHEREAS, the Village of Buffalo Grove, Cook and Lake Counties, Illinois (the "Village") is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, in order to facilitate economic development both in the Village of Buffalo Grove and in Lake County, Illinois, the Village has received Volume Cap from the Lake County Home Rule Municipalities in the amounts identified in Exhibit A to consolidate management under control of a single Home Rule entity in cooperation with Lake County Partners Private Activity Bond Clearinghouse (the "PABC"); and

WHEREAS, tax exempt private activity bonds provide for opportunities to increase business and commerce and relieve conditions of unemployment; and

WHEREAS, the PABC has \$40,075,970 of calendar year 2022 unused Volume Cap available from Lake County Home Rule Units; and

WHEREAS, the PABC has recommended that it is in the best interest of the Village of Buffalo Grove to transfer \$40,075,970 of unused Volume Cap to Lake County, Illinois and thereby permit Lake County to issue tax-exempt private activity bonds to finance multi-family projects; and

WHEREAS, it is in the best interest of the Village, Lake County Home Rule Municipalities, and Lake County Partners to collect the anticipated 1.0% Volume Cap fee as soon as possible; and

WHEREAS, the Village will report this transfer of \$40,075,970 of unused Volume Cap to Lake County, Illinois to the State of Illinois Bureau of the Budget as soon as reasonably possible; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF BUFFALO GROVE:

- Section 1. That the Village of Buffalo Grove hereby transfers \$40,075,970 of unused Volume Cap to Lake County, Illinois.
- Section 2. The PABC and the Village shall both retain a copy of this Resolution in their records for a minimum of 30 years. Notice of this Resolution together with a copy of this Resolution shall be given in writing by the Village after passage and approval hereof.
- Section 3. That the officials of the Village are hereby authorized, empowered, and directed to take all necessary or advisable actions concerning the execution and implementation of this Resolution.
- Section 4. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

Passed and approved this ____ day of _____, 2022.

AYES: _____

NAYES: _____

ABSENT: _____

ADOPTED: _____, 2022.

APPROVED: _____, 2022.

ATTEST:

Village President

Village Clerk

[illegible]



Ordinance No. O-2022-119 : Authorization to Purchase Road Salt for the 2022-2023 Winter Season (State of Illinois Joint Bid)

Recommendation of Action

Staff recommends approval.

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Compass Minerals America, Inc at a price not to exceed \$169,197.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.

ATTACHMENTS:

- Road Salt 2022-2023 - Compass (DOCX)
- Road Salt Ordinance Compass (DOCX)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 3, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Road Salt 2022-2023

Recommendation

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Compass Minerals America, Inc. at a price not to exceed \$169,197.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

Background

The State of Illinois led a joint bid for road salt for the 2022-2023 snow season. Staff requested an order quantity of a minimum of 1,400 tons and maximum of 2,100 tons for the 2022-2023 snow season. There were three companies that bid: Compass Minerals America, Cargill, and Morton Salt. The salt contract was awarded to Compass Minerals America Inc and is priced at \$80.57 per ton, up from \$58.77 per ton which reflects a 37% increase. This contract has no available extensions, and the State will rebid this contract next year. The primary driver of the price increase was largely due to transportation & administrative costs.

Bidder	Cost Per Ton	1400 Tons	2100 Tons
Compass Minerals America, Inc.	\$80.57	\$112,798.00	\$169,197.00

In an effort to mitigate cost increases caused by uncertain demand throughout the region and provide supply chain security, staff has continued to multi-source suppliers through the Lake County Joint Bid and The State of Illinois Joint Bid for rock salt. Both contracts allow for a minimum order of 80% and a maximum of 120% of the base tonnage (1,750 tons), as such, the Village can achieve savings by blending the orders to take advantage of the lower priced contract.

Company	Tonnage	Unit Price	Total Cost
Compass Minerals America (minimum)	1400	\$80.57	\$112,798.00
Morton (minimum)	1400	\$78.87	\$110,418.00
Compass Minerals America (maximum)	2100	\$80.57	\$169,197.00
Morton (maximum)	2100	\$78.87	\$165,627.00
Minimum Order	2800	\$79.72	\$223,216.00
Optimum Order	3500	\$79.55	\$278,425.00
Maximum Order	4200	\$79.72	\$334,824.00

ORDINANCE 2022-_____

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

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

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

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to purchase no more than 2100 tons of road salt from Compass Minerals America Inc at a price not to exceed \$169,197.00 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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2022-120 : Ordinance Authorizing the Village Manager to Enter into a Brokerage Listing Agreement with Colliers Bennett & Kahnweiler LLC for a Portion of 1650 Leider Lane

Recommendation of Action

Staff recommends approval, subject to the final review and approval of the Village Attorney

On September 23, 2022, the Village acquired a 173,000 square foot industrial building located at 1650 Leider Lane for a new Public Works facility. While staff is still in the final stages of designing the remodel of the building to accommodate Public Works, staff believes that approximately 40,000-43,000 square feet of space can be leased to a separate user. For the Board consideration is a listing agreement with Colliers to market and list the available space.

ATTACHMENTS:

- 1650 Leider Lane Listing Agreement Memo (DOCX)
- List Agreement Ord (DOCX)
- Exclusive Lease Agreement_1650 Leider_BG 10.27.22(PDF)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 31, 2022

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: 1650 Leider Lane Listing Agreement

Recommendation

Staff recommends that the Village Board approve an Ordinance authorizing the Village Manager to execute a listing agreement with Colliers International (Colliers) for the marketing and listing of the space at 1650 Leider Lane, subject to the final approval of the Village Attorney. Staff has worked with Colliers in the past and have found them to have extensive experience successfully listing industrial properties throughout the north and northwest suburbs.

Background

On September 23, 2022, the Village acquired a 173,000 square foot industrial building located at 1650 Leider Lane for a new Public Works facility. While staff is still in the final stages of designing the remodel of the building to accommodate Public Works, staff believes that approximately 40,000-43,000 square feet of space can be leased to a separate user. For the Board consideration is a listing agreement with Colliers to market and list the available space.

Proposed Listing Agreement

The listing agreement will have a term of 12-months from the date of execution. Once the agreement is executed, Colliers will be responsible for:

- Actively marketing the property (draft brochure attached)
- Publishing the space on nationally recognized online listing sites
- Facilitating tours
- Assisting with offers, counteroffers, term sheets and final lease negotiations

Colliers would only be compensated should the Village successfully execute a lease with a tenant and that tenant takes possession of the property. Colliers would not receive a commission in the event the Village shares the space with certain other local government agencies. Based on the

agreement, 50% of the commission would be paid once the tenant executes a lease. The remaining 50% would be paid once the tenant take possession of the space and waives all contingencies. The commission owed by the Village is a factor of the lease terms (length) and price. While the final commission may vary based on those terms, it will generally be 5%-6% of the total rent received by the Village. If the prospective tenant is also represented by another broker, Colliers would be responsible for sharing the commission with the cooperating broker. Once the Village receives an offer, any future lease will require Village Board approval.

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A LISTING AGREEMENT RELATED TO
1650 LEIDER LANE**

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

WHEREAS, the Village of Buffalo Grove has purchased an existing 173,000 square foot industrial building located at 1650 Leider Lane (the "Building") for a new Public Works facility; and

WHEREAS, the Village of Buffalo Grove has determined that approximately 43,000 square feet (the "Leasable Space") of the existing Building may be suitable for an additional user; and

WHEREAS, the Village of Buffalo Grove wishes to engage the services of Colliers International ("Colliers") in connection with marketing and listing of the Leasable Space at 1650 Leider Lane.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to execute the Listing Agreement, attached hereto as Exhibit A, for the marketing and listing of the Leasable Space at 1650 Leider Lane, subject to the final approval of 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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Exhibit A

Listing Agreement with Colliers International for 1650 Leider Lane

Attachment: List Agreement Ord (O-2022-120 : Ordinance Authorizing the Village Manager to Enter into a Brokerage Listing Agreement)

Colliers Bennett & Kahnweiler LLC dba Colliers International
EXCLUSIVE RIGHT TO LEASE AGREEMENT



THIS EXCLUSIVE LEASE LISTING AGREEMENT ("Agreement") is entered into on October 3, 2022 ("Effective Date"), by and between Colliers Bennett & Kahnweiler LLC dba Colliers International ("Agent") and The Village of Buffalo Grove ("Principal").

1. **Exclusive Agent/ Representation by Salesperson(s) and Broker(s).** Commencing on the Effective Date and continuing through Twelve (12) months ("Term"), for and in consideration of the covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Principal does hereby appoint Agent as its exclusive agent with the exclusive right to lease the following described real estate and the improvements located thereon with the common address of: 1650 Leider Lane, Buffalo Grove, IL and described as an approximately 43,600 square feet Premises located in a 173,553 square foot building on approximately 9.50 acres and legally described on Exhibit "A" attached hereto (collectively "**Property**"). The salesperson(s)/broker(s) of Agent who are authorized to represent Principal as its designated agent(s) and otherwise act on Principal's behalf in connection with the Property is/are Steven Tick and Reed Adler ("Designated Agents") to the exclusion of all other licenses affiliated with Agent; and Principal agrees that tenants for the Property procured by other salesperson(s)/broker(s) of Agent shall not result in a dual agency, and Principal hereby consents to same.
2. **Terms of Lease.** Agent agrees to use commercially reasonable efforts to procure a prospective lessee ("Lessee") for the Property, and Principal agrees to lease the Property at lease rate of \$8.00 per SF Gross, or any lesser rate in Principal's sole and exclusive judgment and discretion, and upon such terms which Principal may accept. Principal agrees to deliver possession of the Property on or before Lease commencement. The remaining terms, covenants, conditions and obligations of the lease of the Property shall be determined by Principal, in Principal's sole and exclusive judgment and discretion.
3. **Negotiations and Cooperation.** All negotiations or dealings relating to the lease of the Property shall be conducted by Principal with and through Agent, and Principal agrees to immediately refer all inquiries relating to the Property to Agent, provide Agent access to the Property at all reasonable times and to fully cooperate with Agent in the lease of the Property.

In the event the Property or any portion thereof is leased during the term of this Agreement or any extensions thereof, Principal agrees to furnish satisfactory evidence of good title and such documentation as may be necessary to consummate the transaction. Principal shall provide Agent with such documents relating to the transaction, including but not limited to drafts and executed copies of an executed lease of the Property, as Agent may reasonably request.

4. **Advertising.** Unless expressly agreed otherwise in writing, Agent is authorized to publish this listing with online listing sites such as CoStar, MLS, etc., "O.L.S." and otherwise advertise the Property and prepare and/or secure plans of the Property, subject to Principal's approval and at Principal's expenses. Principal shall not reimburse Agent for its marketing expenses. Agent shall have the right to place signs advertising the Property for lease on the Property at Agent's expense. Agent shall provide, among other services, the following: (1) Accept delivery of and present to the Principal offers and counteroffers to sell or lease the Principal's property or; (2) Assist the Principal in developing, communicating, negotiating, and presenting offers and counteroffers until a lease is signed and all contingencies are satisfied or waived; and (3) Answer the Principal's questions relating to the offers, counteroffer, requests for proposals, notices, and contingencies. Principal understands and agrees that the information contained in this Agreement or otherwise given to O.L.S. becomes O.L.S.' property, is not confidential, and will be available to third parties, including prospective purchasers, other members of O.L.S. who do not represent Principal and who may represent prospective purchasers, and other parties granted access to O.L.S.' listing information.
5. **Commissions.** With respect to a lease, Principal hereby agrees to pay a commission or commissions in accordance with the Schedule of Commissions attached to this Agreement and by this reference made a part hereof.

With regard to a lease, Principal shall pay a commission to Agent upon the occurrence of the following events: (a) presentation of an invoice by Agent; (b) a fully executed Lease is delivered to Tenant and Landlord; (c) any and all contingencies that benefit Tenant have been satisfied or waived in writing; (d) Tenant has accepted possession of the Premises. .

It is further agreed that in the event the Property is leased or otherwise disposed of, or negotiations for lease either commence or resume within one hundred eighty (180) days from the termination date of the Agreement, or any extension thereof, and thereafter continue leading to a lease of the Property to a prospect to whom it was submitted during the term of this Agreement, and whose name has been submitted in writing to Principal within fifteen (15) business days after the termination hereof, or to a prospect to whom it was submitted whose name has been disclosed to Principal or to anyone with whom Principal has dealt during the term of this Agreement, then in such event, Principal agrees to pay Agent a broker's commission as stipulated above after satisfaction of all the events set forth above.

Broker acknowledges and agrees that Principal has contacted and discussed the lease of all or any portion of the Property with the following prospective governmental tenants for the Property (collectively "Governmental Tenants") prior to entering into this Agreement. Notwithstanding anything contained herein to the contrary, the following prospective Governmental Tenants for the Property shall not be subject to this Agreement. In the event Principal leases, licenses or grants any rights of occupancy to any one or more of the Governmental Tenants to all or any portion of the Property, no commission shall be due and owing to Broker by Principal. The terms, covenants, conditions and obligations of any lease, license or occupancy of all or any portion of the Property to any one or more of the Governmental Tenants shall be in the Principal's sole and exclusive judgment and discretion. The following entities are the prospective Governmental Tenants:

1. Buffalo Grove Park District;
2. Village of Lincolnshire;
3. School Districts 96; and
4. School Districts 102.

6. **Payment of Commissions.** Any commission due pursuant to Section 5 shall be payable on or before the (a) satisfaction of the items set forth in Section 5 (b) the date upon which Principal withdraws the Property from the market, makes the Property unmarketable or fails to cooperate with Agent pursuant to Section 3 of this Agreement, or otherwise prevents Agent from selling the Property, or (c) the date upon which Principal transfers or contracts to transfer any portion of the Property to any other person or entity, other than by sale, exchange or lease.
7. **Cooperation With Other Brokers.** In further consideration of Principal's appointment of Agent as its exclusive agent, Principal understands and agrees that Agent may, when appropriate, list the Property with those organizations which Agent deems reasonable and solicit the active cooperation of other real estate brokers in the lease of the Property from such organizations. In the event a tenant is procured by any licensee other than the Designated Agent(s), Agent is authorized to share any commissions paid by Principal as agreed between Agent and such licensee as Agent may deem reasonable.
8. **Disclosure; Hazardous Substances.** Principal agrees to promptly disclose to Agent, and to permit Agent to disclose to prospective lessees, any and all information Principal has or is aware of regarding the condition of the Property, including without limitation engineering reports, environmental reports and other information regarding the existence of underground storage tanks or the presence of asbestos, petroleum products, PCB's and other toxic or hazardous substances at, on, or under the Property. Principal acknowledges and agrees that Agent has not made investigation regarding underground storage tanks or such hazardous substances concerning the Property. Principal further acknowledges and agrees that Agent shall not be required to make any such investigation. Principal shall indemnify and hold harmless Agent any cooperating brokers to the same extent set forth in Section 11 of this Agreement in the event Principal fails to make any required material disclosure or makes any material misrepresentation about the Property or its condition.
9. **Responsibility for Maintenance.** Agent is not an owner or operator of the Property and is not responsible for the activities at any time prior to closing conducted at or upon the Property, and Agent shall not be responsible for the management, maintenance, repair, upkeep, operation or for damages of any kind to the Property or its contents, including by not limited to, vandalism and theft, unless Agent caused such damage by its gross negligence. Principal hereby releases and waives all rights, claims and causes of action against Agent, except claims based on its gross negligence, for damages to the Property or its contents.
10. **Deposits.** If applicable, Agent is authorized to accept deposits for the lease of the Property from any prospective lessee and to deliver such deposits to Principal. .

Attachment: Exclusive Lease Agreement_1650 Leider_BG 10.27.22 (O-2022-120 : Ordinance Authorizing the Village Manager to Enter into a Brokerage Listing Agreement)

- 11. Indemnification.** Principal agrees to indemnify, defend, and save harmless Agent, its parent, subsidiaries, affiliates, shareholders, officers, managers, directors, employees and agents of, from and against any and all claims, lawsuits, harm, losses, costs, settlements, judgments, expenses, liabilities, actions, claims or demands, including without limitation reasonable attorneys' fees and other costs of litigation (collectively, "Liabilities") brought by third parties, incurred by or asserted or claimed against Agent and relating to or arising out of: (i) any lease of the Property pursuant to this Agreement, (ii) the use of, or access to, the Property by any person pursuant to this Agreement, (iii) Agent's good faith performance of its obligations under this Agreement, (iv) damage or injury to persons or property resulting from or occurring on the Property or any appurtenances or improvements thereon; (v) the existence of any underground storage tanks or other hazardous substances at, on or under the Property; or (vi) the breach of, or failure to perform, any provision of this Agreement by Principal. Principal shall not be responsible for indemnification for Liabilities to the extent caused by Agent's negligence or willful misconduct in performing its obligations under this Agreement.

Agent hereby indemnifies and agrees to defend and hold Principal and its respective officers, directors, shareholders, partners, member, beneficiaries, trustees, managers, employees and representatives harmless from and against any and all Liabilities brought by a third party to the extent caused by Agent's negligence or willful misconduct in performing its obligations under this Agreement.

- 12. Extension.** If during the Term of this Agreement, an escrow is opened or negotiations involving the leasing of the Property have commenced or are continuing, then the Term of this Agreement shall be extended through the termination of such negotiations or consummation of such transaction. In the event that the Property is removed from the market due to the execution of an agreement to lease the Property, and such lease is not consummated for any reason, then, in such event, the term hereof shall be automatically extended for a period of time equal to the time that the Property was removed from the market. The terms and conditions contained in the Commission Schedule attached hereto are expressly incorporated and made a part of this Agreement.
- 13. Entire Agreement.** This Agreement constitutes the full and entire agreement between Principal and Agent and shall supersede any prior agreements, negotiations, and/or discussions, be they oral, written, or both. No amendment to this Agreement shall be valid or binding upon the parties unless such amendment is made in writing and signed by both Principal and Agent.
- 14. Attorneys' Fees.** In the event of any dispute between Owner and Agent relating in any way to this Agreement, the Property, or Owner's or Agent's performance hereunder, Owner and Agent agree that such dispute shall be resolved by means of binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery may be sought and obtained during the arbitration proceedings as authorized and permitted in civil proceedings in the State of Illinois. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary, or other similar type of damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including without limitation the cost of the arbitration proceedings, and reasonable attorneys' fees.
- 15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 16. No Discrimination.** It is illegal for either the owner or the broker to refuse to display or sell to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by Article 3 of the Illinois Human Rights Act.
- 17. Warranty.** The Parties executing this contract are authorized to do so by Principal or Agent; and by so doing, bind their respective parties to all the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

PRINCIPAL: The Village of Buffalo Grove

By: _____

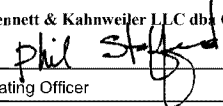
Its: _____

(Address)

(Phone)

Date: _____

AGENT: Colliers Bennett & Kahnweiler LLC dba Colliers International

By:  _____

Its: Chief Operating Officer _____

6250 N. River Road Suite 11-100 _____
(Address)

Rosemont, IL 60018 _____

847-698-8444 _____
(Phone)

Date: 10/27/22 _____

Attachment: Exclusive Lease Agreement_1650 Leider_BG 10.27.22 (O-2022-120 : Ordinance Authorizing the Village Manager to Enter into a Brokerage Listing Agreement)



**Colliers Bennett & Kahnweiler LLC dba Colliers International
COMMISSION SCHEDULE**

LEASE COMMISSION

Unless otherwise set forth herein, in the event of a lease, the commission set forth below shall be based upon the full rental and the full amount of any renewal, expansion, or purchase option.

On **GROSS LEASES** (leases wherein Lessor is responsible for paying all or a major portion of the costs of maintaining and operating the property):

When the term of the lease is;

1 YEAR OR LESS: Commission is 7% of the total gross rental reserved in the lease;

MORE THAN 1 YEAR: Commission is 7% of the average annual gross rental, plus 2% of the remaining gross rental reserved in the lease.

On **NET LEASES:** (leases wherein the Lessee is responsible for paying all or a major portion of the costs of maintaining and operating the property):

When the term of the lease is:

1 YEAR OR LESS: Commission is 8% of the total rental reserved in the lease;

MORE THAN 1 YEAR: Commission is 4% of the total annual net rental.

COOPERATING BROKER LEASE COMMISSION

If a cooperating broker (including without limitation any agent of Colliers Bennett & Kahnweiler other than designated agents of Broker identified as such in this agreement) represents the tenant, then such cooperating broker will be paid a full commission based upon the above commission schedule, and Colliers Bennett & Kahnweiler will be paid a half (½) commission.

RENEWAL OPTION

If a lease or separate instrument or agreement gives the lessee an option to renewal or extend the lease, a commission is due for the term of the lease, exclusive of the period covered by the renewal or extension option. In the event Lessee should renew the lease or extend its term, whether by exercise of such option or otherwise, an additional commission will be due based upon the extended or additional period. Additionally, in the event the Lessee remains in the premises for an additional period of time under a new lease, or an amendment to the original lease, a commission shall be due for such additional period based upon the rental to be paid for such additional period. In each of the cases described above, the additional commission due will be computed as 3.5% of the total rental reserved in the lease for the renewal or extended term. Any such commissions shall be due and payable upon the exercise of the renewal or extension, or upon the execution of the new lease or amendment to the original lease. All of the aforesaid commissions shall be payable by Principal whether or not the property is conveyed or the lease assigned prior to the exercise of any such renewal or extension.

ADDITIONAL SPACE OPTION

If a lease or a separate instrument or agreement gives Lessee an option to either expand the leased premises or lease additional space and Lessee should lease additional space or expand the leased premises, or, if at any time during the original term of the lease in question Lessee enters into a new lease for such additional space, whether or not the lease or agreement for such additional space shall be upon the same terms and conditions as set forth in the original lease or otherwise, then additional commission is due as if a lease for such additional space had been consummated with a new Lessee, based on the term and rental provided for in the additional space option, lease amendment, or in the new lease. The additional commission shall be due and payable at the time the option is exercised, or the lease amendment or the new lease is executed. All of the aforesaid commissions shall be payable by Principal whether or not the property is conveyed or the lease assigned prior to the exercise of any such option or the execution of a new lease.

ADDITIONAL SPACE

When the original lease, or an option provided for in the original lease that has been exercised, does not grant the lessee the option to acquire space in addition to that leased, but nevertheless Lessee, after consummation of said original lease or after said option has been exercised, leases additional space, then an additional commission is due and shall be computed as if a lease for such additional space had been consummated with a new Lessee, based upon the term and rental of the lease for such additional space to a new tenant. The additional commission shall be due and payable at the time the new lease amendment or lease is executed. The aforesaid commission shall be payable by Principal whether or not the property is conveyed or the lease assigned prior to the lease of additional space.

TIME OF PAYMENT

All commissions are earned upon procurement of a ready, willing and able lessee (or at the conclusion of eminent domain proceedings or threat thereof) and are payable 50% upon lease execution and 50% upon Tenant accepting possession of the Premises: (a) presentation of an invoice by Agent; (b) a fully executed Lease is delivered to Tenant and Landlord; (c) any and all contingencies that benefit Tenant have been satisfied or waived in writing. Notwithstanding the foregoing, in the event Owner agrees to accelerate payment with Cooperating Broker, then Agent's portion of the commission shall also be accelerated, due and payable in conjunction with Cooperating Broker's portion.

. After 30 days, unpaid invoices will accrue interest charges at the rate 1.5% per month. Nothing herein, however, shall preclude the Agent from pursuing claims for a commission where legal right to collect such commission exists.

This agreement shall be binding upon and inure to the benefit of the Principal and Agent and their respective successors and assigns.



Ordinance No. O-2022-122 : Award of Bid Coarse Aggregate Material

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Vulcan Construction Materials, LLC for Coarse Aggregate Material services in the amount of \$100,658.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Aggregate Memo (DOCX)
- Aggregate Ordinance (DOCX)
- Aggregate Final Bid Tab 2022 (PDF)

Trustee Liaison

Smith

Staff Contact

Tom C. Wisniewski, Village Board

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 3, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Coarse Aggregate Material

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Vulcan Construction Materials, LLC for Coarse Aggregate Material services in the amount of \$100,658.00 pending review and approval by the Village attorney.

Background

Staff led a MPI bid for the delivery of Coarse Aggregate Material for the communities of Glenview, Evanston, and Buffalo Grove. Bids were received from the following companies: Vulcan Construction Materials, LLC and G&M Trucking Inc. The contract is for one year with the possibility of a one-year extension. A copy of the bid tab is attached for reference.

Vulcan Construction Materials, LLC is the lowest responsive and responsible bidder. Vulcan Construction Materials has performed this type of service for the Village in the past and staff has deemed their performance to be good.

The material quantities in the bid are estimates only and it may be that the Village does not expend the requested funds based upon actual usage.

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH VULCAN CONSTRUCTION MATERIALS ,
FOR AGGREGATE MATERIALS**

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

WHEREAS, the Village released notifications and sought out companies qualified to provide the requested materials; and

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

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

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

SECTION 2. The Village Manager is authorized to execute a contract with Vulcan Construction Materials LLC at a price not to exceed \$100,658.00 per year 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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Aggregate Ordinance (O-2022-122 : Award of Bid Coarse Aggregate Material 2022)

Village of Buffalo Grove
Public Works Department

Coarse Aggregate Material

Tabulation

Bid Opening: October 20, 2022

G&M Trucking 8811 Kathy Ln DesPlaines, IL 60016		Vulcan Materials 100 E. Warrenville Rd # 100 Naperville, IL 60563	
Bid Bond:		Check	Yes
Signed Bid Form		Yes	Yes
Qty.			
Buffalo Grove			
400	CA-6 Aggregate	\$8,860.00	\$8,380.00
	ton	\$22.15	\$20.95
3000	CA-11 Aggregate	\$89,400.00	\$87,750.00
	ton	\$29.80	\$29.25
100	CA-16 Aggregate	\$3,985.00	\$4,528.00
	ton	\$39.85	\$45.28
Total		\$102,245.00	\$100,658.00

Evanston			
2000	CA-6 Aggregate	\$50,800.00	\$53,440.00
	ton	\$25.40	\$26.72
50	CA-11 Aggregate	\$1,652.50	\$1,751.00
	ton	\$33.05	\$35.02
30	CA-16 Aggregate	\$1,233.00	\$1,388.10
	ton	\$41.10	\$46.27
200	FA-2 Torpedo Sand	\$5,980.00	\$8,204.00
	ton	\$29.90	\$41.02
Total		\$59,665.50	\$64,783.10

Glenview			
4200	CA-7 Aggregate	\$130,410.00	\$138,810.00
	ton	\$31.05	\$33.05
Total		\$130,410.00	\$138,810.00

Attachment: Aggregate Final Bid Tab 2022 (O-2022-122 : Award of Bid Coarse Aggregate Material 2022)



Resolution No. R-2022-19 : Resolution Declaring Surplus Property and Authorizing the Village Manager for Its Sale

Recommendation of Action

Staff recommends approval.

The Village currently owns property located at the southwest corner of LaSalle Lane and Buffalo Grove Road. The site is approximately 1.1 acres and has been used as staging and storage for Public Works operations. Given that Public Works will relocate into a larger facility, staff has determined that the property is surplus and is no longer needed. Therefore, staff is recommending that the Village Board approve the attached resolution declaring the property as surplus and directing the Village Manager to pursue offers for the site.

ATTACHMENTS:

- BOT Memo (DOCX)
- Resolution (DOC)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, November 7, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 3, 2022

TO: President Beverly Sussman and Trustees

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: **LaSalle Lane- Resolution Declaring Surplus Property**

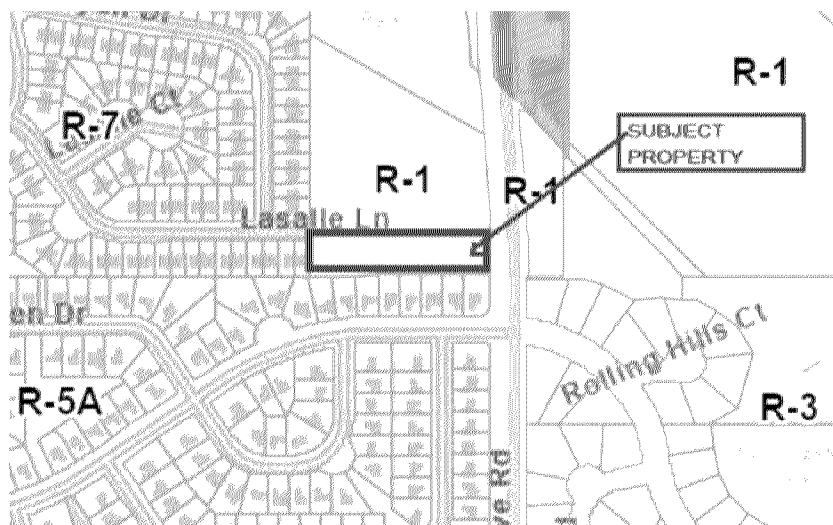
BACKGROUND

The Village currently owns property located at the southwest corner of LaSalle Lane and Buffalo Grove Road. The site is approximately 1.1 acres and has been used as staging and storage for Public Works operations. Given that Public Works will relocate into a larger facility, staff has determined that the property is surplus and is no longer needed. Therefore, staff is recommending that the Village Board approve the attached resolution declaring the property as surplus and directing the Village Manager to pursue offers for the site.



PROPERTY DETAILS

The surplus property is located on the south side of LaSalle Lane and is currently zoned R-1. Surrounding land uses include R-5A (single-family detached) to the south, R-7 (attached duplexes) to the west, R-1 (public works well house and tennis courts) to the north and R-1 (vacant open space) and R-3 (single-family detached) to the east.



PROCESS

Pursuant to State Statute, the Village may, through a resolution, direct staff to sell surplus land. Furthermore, the resolution announcing the sale must be published in the newspaper. Prior to the Village finalizing a sale, an appraisal will be required. The Village can sell the property for any amount, provided that it is not less than 80% of the appraised value. Once approves

Staff has already completed an appraisal for the property which is on file with the Village Clerk's office. The appraised values were determined based on the existing and potential future uses. Currently, the property is zoned R1 which would allow for up to 2 single family homes. Should the Village consider a denser zoning classification as part of an offer, the value could increase.

RECOMMENDATION

Staff recommends that the Village Board approve the attached resolution declaring the vacant 1.1 acre property as surplus and directing the Village Manager to pursue offers for the site. Once approved, staff will solicit offers from the development community. We expect those offers to have contingencies based on the final approved zoning. Any contract would still need to be approved by the Village Board.

**VILLAGE OF BUFFALO GROVE, ILLINOIS
RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS PROPERTY AND
AUTHORIZING THE VILLAGE MANAGER FOR ITS SALE**

WHEREAS, the Village of Buffalo Grove, Illinois (the "Village") is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health safety, morals, and welfare; and

WHEREAS, the Village owns a vacant parcel that is approximately 1.1 acres located at the southwest corner of Buffalo Grove Road and LaSalle Lane (the "Property"); and

WHEREAS, information concerning the size, use and zoning of the Property is set forth on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Village has the power to authorize the sale of surplus real estate pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code; and

WHEREAS, pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code, the Village had the value of the Property determined by a written appraisal, which appraisal is available in the Village Clerk's office for public inspection during regular Village business hours; and

WHEREAS, the Village finds and determines that the Village no longer needs to retain ownership of the Property and that the Property is surplus to the Village's needs and therefore directs the Village Manager to pursue offers to purchase the Property.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Buffalo Grove that

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Property, as herein described, is hereby determined, and declared to be surplus real estate of the Village and therefore directs the Village Manager to advertise for offers to purchase the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

PASSED AND APPROVED THIS ____ DAY OF NOVEMBER 2022

AYES ____

NAYS ____

ABSENT ____

VILLAGE OF BUFFALO GROVE

By: _____
Village President

ATTEST: _____
Village Clerk

Exhibit A

Common Address: Portion of 400 LaSalle Lane, Buffalo Grove, IL 60089

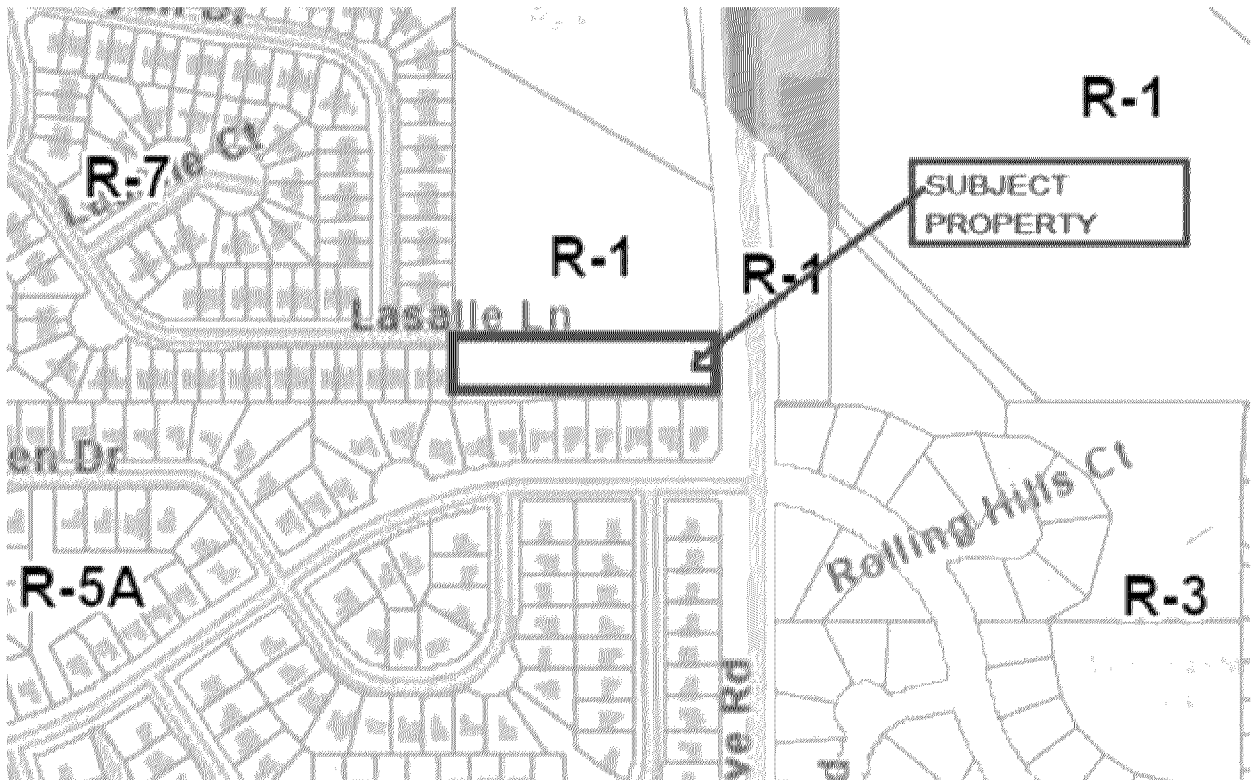
PIN: Portion of 15-29-200-012

Size of the Property: Approximately 1.1 acres or 49,900 square feet

Use of the Property: Vacant

Zoning of the Property: R-1 One-Family Dwelling

Depiction of the Property:





Action Item : Truth in Taxation Determination

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board approve the determination that it will not be necessary to publish for and hold a public hearing as required by the Truth in Taxation Act and authorizing the Village President to execute the required Certificate of Compliance.

ATTACHMENTS:

- BOT_Truth In Tax Memo 11.7.22 (PDF)
- BOT_Truth in Taxation Cert 11.7.22 (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, November 7, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: November 7, 2022
TO: Dane Bragg, Village Manager
FROM: Chris Black, Finance Director
SUBJECT: Proposed 2022 Tax Levy

STATUTORY REQUIREMENT

The Truth in Taxation Act, (the "Act") Chapter 35, ILCS Section 200/18-55 through 200/18-100 requires that staff determine whether the proposed tax levy exceeds the 2021 levy (collected in 2022) by five percent. For determination purposes, only corporate, special purpose, and pension levies are compared. Debt service levies are exempt from the calculation but are required to be disclosed in the public notice. Abatements are added back to the levies for the comparison. The determination must be made not less than 20 days prior to the adoption of the 2022 property tax levy. The proposed tax levy will be discussed in its entirety during both the budget hearing on November 14th and ordinance presentation on December 5th.

The proposed tax levy for purposes of truth in taxation reporting is as follows:

Proposed 2022 Tax Levy (all levies other than debt service)	\$16,780,272
2021 Tax Levy Extension (all levies other than debt service)	\$16,780,272
Annual Levy Increase	0.0%

Based on the above calculation, it will not be necessary to publish for and hold a public hearing as required by the Truth in Taxation Act. A notice certifying that the Village has complied with all of the requirements of the Act shall be provided at the time the Tax Levy is filed in both Cook and Lake Counties.

TAX LEVY SUMMARY

The following are the component of the levy and the proposed change (including abatements).

2022 Levy Purpose	Increase/(Decrease)	
Corporate Levy	0.0%	
Special Purpose/IMRF	0.0%	
Public Safety Pensions	0.0%	
Debt Service	0.0%	

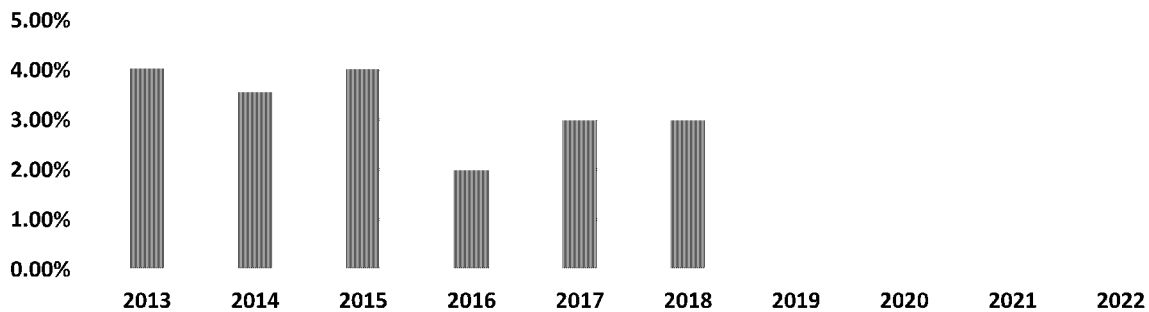
Only the first three are included in the determination

Below is an historic Truth-in-Taxation review since tax year 2013 with the percentage change of levy over extension for each individual levy. The table provides a review of the components of the tax levy (net of debt service) over the last ten years.

Tax Year	Corporate Levy	Change	IMRF/FICA Levy	Change	Police Pension Levy	Change	Firefighters' Pension Levy	Change	Total Levy / Extension	Change
2013	7,910,558	4.04%	1,562,879	-3.10%	2,088,000	-4.82%	2,174,632	7.56%	13,736,069	2.26%
2014	8,147,875	3.57%	1,537,616	-1.14%	2,256,676	8.77%	2,174,352	0.00%	14,116,519	3.26%
2015	8,475,959	4.03%	1,502,955	-6.82%	2,440,239	11.24%	2,174,632	7.56%	14,593,785	3.38%
2016	8,645,479	2.00%	1,540,529	2.50%	2,525,647	3.50%	1,862,674	-14.35%	14,574,329	-0.13%
2017	8,904,843	3.00%	1,571,339	2.00%	2,673,256	5.84%	1,897,942	1.89%	15,047,380	3.25%
2018	9,171,988	3.00%	1,571,339	0.00%	2,925,672	9.44%	1,933,212	1.86%	15,602,211	3.69%
2019	9,171,988	0.00%	1,882,715	19.82%	3,115,296	6.48%	2,032,773	5.15%	16,202,772	3.85%
2020	9,171,988	0.00%	1,788,579	-5.00%	3,361,940	7.92%	2,390,386	17.59%	16,712,893	3.15%
2021	9,171,988	0.00%	1,790,122	0.09%	3,394,077	0.96%	2,424,085	1.41%	16,780,272	0.40%
2022	9,171,988	0.00%	1,790,122	0.00%	3,794,077	11.79%	2,024,085	-16.50%	16,780,272	0.00%
10 Year Avg Change		1.96%		0.83%		6.11%		1.22%		2.31%

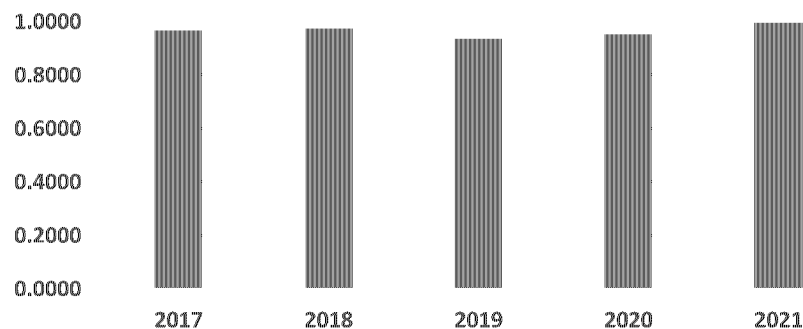
The amount requested of \$9,171,988, an increase of 0.0% from the prior year for the Corporate Levy which is used to support public safety operations. The Village's corporate levy has not increased in each of the last four years.

Corporate Levy Growth by Year



The total aggregate levy that will be presented in December will have a tax rate based on an estimate of equalized assessed value for the upcoming year. The following is a five-year history of the Village tax rate.

Rate Per \$100 in Equalized Assessed Value



STAFF RECOMMENDATION

Staff recommends the Village Board approve the determination that it will not be necessary to publish for and hold a public hearing as required by the Truth in Taxation Act and authorizing the Village President to execute the required Certificate of Compliance.

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 7, 2022

TO: Dane Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Proposed 2022 Tax Levy

Section 200/18-90 of the Truth In Taxation Act (the "Act") requires that "the presiding officer of the corporate authority" shall certify that the Village has complied with certain provisions of the Act. The provisions that must be complied with (Sections 200/18-60 through 200/18-85 of the Act) are summarized as follows:

Section 200/18-60. Sets forth the requirements of the corporate authorities to determine the amount of funds to be raised by taxation for the particular tax year under consideration. This must be done no less than twenty (20) days prior to the adoption of the levy. The Village Board was notified on November 7, 2022 as to the amount to be raised by taxation subject to the constraints of the Act.

Section 200/18-65. States that until it has complied with the notice and hearing provisions of the Act, no taxing district shall levy an amount of property taxes which is more than 105% of the amount which was extended, or estimated to be extended, in the prior tax year.

Section 200/18-70. States the requirements that must be followed if the estimate presented per Section 200/18-60 is 105% of the prior tax year's extension. In that case, the corporate authorities shall give public notice of, and hold a public hearing on, its intent to adopt a levy in the amount which is more than 105% of the prior year's extension. The requirements and specifics relative to the public notice and hearing called for under the Act are also noted.

Section 200/18-75. Sets the public notice requirements if the final tax levy as adopted differs from what was originally proposed and published.

Sections 200/18-80 and 18-85. These sections contain the form of notice and in part set forth certain public hearing disclosure requirements. The intent here is to provide for and publish a more realistic comparison of the levy proposed against the prior year's extension, which is grossed back up by the amount of levy abatements approved, in the immediate case, for tax year 2021.

The Certificate of Compliance is attached for the Village President's signature to be affixed to the levy submittal after the tax levy is adopted.

CERTIFICATE OF COMPLIANCE**ILLINOIS TRUTH IN TAXATION ACT**

I, Beverly Sussman, hereby certify that I am the presiding officer of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, and as such presiding officer, I do hereby certify that the 2022 Tax Levy Ordinance of said Village of Buffalo Grove, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Sections 200/18-60 through 200/18-85 of the Illinois Truth In Taxation Act, as amended.

_____ The Village published a notice as required and conducted a hearing meeting the requirements of the Truth in Taxation Act.

 X The Village's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and hearing were not necessary.

_____ The proposed aggregate levy did not exceed a 5% increase over the prior year's extension and therefore a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and notice was published within 15 days of its adoption in accordance with the Truth in Taxation Act.

_____ The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Act.

In Witness, Whereof, I have placed my official signature on this _____ day of December, 2022.

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk

Attachment: BOT_Truth in Taxation Cert 11.7.22 (Truth in Taxation Determination)



Information Item : Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, Specific Individuals who Serve as Independent Contractors in a Park, Recreational, or Educational Setting, or Specific Volunteers of the Public Body or Legal Counsel for the Public Body.

Recommendation of Action

Staff recommends going into executive session.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body.

Trustee Liaison
Sussman

Staff Contact
Brett Robinson, Finance

Monday, November 7, 2022