



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
November 6, 2023 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Oct 16, 2023 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1361 (Trustee Bocek) (Staff Contact: Chris Black)

4. Village President's Report

- A. Appointing Chris Black to the Fire Pension Board (President Smith) (Staff Contact: Dane Bragg)

5. Village Manager's Report

- A. Promotional Oath of Office New Sergeant Ashley Krozel (Trustee Cesario) (Staff Contact: Brian Budds)

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. Buffalo Grove Road South Letter of Intent (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: This Letter of Intent outlines that the Village will be responsible for utility design and construction costs while Cook County will cover the roadway and restoration costs for improvements to Buffalo Grove Road.

- B. MPI Emergency Contractor Assistance (Trustee Bocek) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends an award of bid for Emergency Contractor Assistance to the following seven contractors, DiMeo Brothers, Inc., IHC Construction Companies, LLC., Kloepper Construction, Inc., KS Energy Services, LLC., Mauro Sewer Construction, Millennium Contracting Co., and Paramount Utility & Excavating Service, Inc.

- C. Municipal Compliance Report for the Year Ending 12/31/2022 - Fire 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. Also included is the tax levy request letter from the Fire Pension Fund.

- D. Municipal Compliance Report for the Year Ending 12/31/2022 - 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. Also included is the tax levy request letter from the Police Pension Fund.

- E. O-2023-125 An Ordinance Updating Lake County Sewer Utility Sewer Fees (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Lake County Public Works has increased their sewer connection fees. Per the current agreement, Lake County Public Works provides sanitary sewer treatment and the Village is required to collect and remit these fees for the County.

- F. R-2023-27 Resolution Authorizing Assignment and Assumption Agreement of Special Use for a Nursing Home at 150 N Weiland Rd (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

SUMMARY: In 1992, the Village approved Ordinance No. 92-39 for the Symphony of Buffalo Grove Nursing Home at 150 N. Weiland Road. The property was sold to and therefore an Assignment and Assumption Agreement is required.

9. Ordinances and Resolutions

- A. O-2023-126 Ordinance Approving Preliminary Plan, Amendment to PUD with Variations for a Restaurant at 51 McHenry Rd. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- B. O-2023-127 Ordinance Authorizing Purchase of Office 365 from Dell (Trustee Cesario) (Staff Contact: Brett Robinson)

10. Unfinished Business

11. New Business

- A. 2023 BG Days Report (Trustee Johnson, Trustee Ottenheimer, Trustee Stein) (Staff Contact: Molly Gillespie)
- B. Memorandum of Understanding with the Buffalo Grove Community Foundation (Trustee Ottenheimer, Trustee Stein) (Staff Contact: Evan Michel)
- C. Truth in Taxation Determination (Trustee Weidenfeld) (Staff Contact: Chris Black)

12. Public Comment

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

13. Executive Session

14. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 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, MONDAY, OCTOBER 16, 2023**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Chris Stilling, Deputy Village Manager; Patrick Brankin, Village Attorney; Mike Skibbe, Deputy Village Manager/Director of Public Works; Evan Michel, Management Analyst; Katie Golbach, Human Resources Management Analyst; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Tom Wisniewski, Buyer; Kyle Johnson, Assistant Director of Public Works/Village Engineer; Brett Robinson, Administrative Services Director; Fire Chief Baker; and Police Lieutenant Spolar.

VILLAGE PRESIDENT'S REPORT

Reverend James Preston of Kingswood Methodist Church offered thoughts on the horrific acts of terror that recently took place in Israel, noting that our community is devastated by these acts and Reverend Preston urged all of our residents to come together to deliver healing and wisdom and peace to provide safety in our homes and schools and workplaces and houses of worship.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Cesario, to approve the minutes of the September 18, 2023, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Stein, seconded by Bocek, to approve the minutes of the September 28, 2023, Special Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Ottenheimer, seconded by Cesario, to approve the minutes of the October 2, 2023, Special Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Weidenfeld, seconded by Stein, to approve the minutes of the October 2, 2023, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

Minutes Acceptance: Minutes of Oct 16, 2023 7:30 PM (Approval of Minutes)

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

WARRANT #1360

Mr. Black read Warrant #1360. Moved by Weidenfeld, seconded by Ottenheimer, to approve Warrant #1360 in the amount of \$5,692,424.32 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE MANAGER'S REPORT

There is no Village Manager's report tonight.

REPORTS FROM TRUSTEES

There are no Trustee reports tonight.

CONSENT AGENDA

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

Contract Extensions with Multiple Vendors

Motion to approve Contract Extensions with multiple vendors as listed below. Staff recommends that the Village President and Board of Trustees authorize staff to execute the following Contract extensions as listed below and further detailed in materials contained in Board packets.

- A two-year contract option with Crystal Maintenance for Custodial Services
- A one-year contract option with Midwest Power Industry for Generator Maintenance and as Needed Repairs
- A one-year contract option with City Escape & Design for ROW and Median Mowing
- A one-year contract option with Aldridge Electric for Street light Maintenance Services
- A one-year contract option with Vulcan Materials Company for Aggregate Materials
- A one-year contract option with Wold Ruck Pate for Architectural Services
- A two-year contract option with Paramedic Billing Services (PBS) for Ambulance and Fire Billing Services
- A two-year contract option with Pyrotecnico Fireworks Inc for Pyrotechnics Services
- A one-year contract option with Fire Services Inc for Fire Department Fleet Maintenance
- A one-year contract option with ImageTrend for data collection and evaluation services
- A one-year contract option with Lauterbach and Amen for Audit Services
- A one-year contract option with Municipal GIS Partners, Inc. for Geographical Information Services
- A one-year contract option with DataProse LLC for Utility Bill Printing and Mailing Services
- A two-year contract option with Indestructo Rental Company., for Tent and Equipment Rental Services
- A two-year contract option with Clarke Mosquito Environmental Mosquito Management for Mosquito Abatement
- A one-year contract option with B&F Construction Code Services for contract inspections & plan review services

Resolution No. 2023-24 - Semi-Annual Review of Closed Session Minutes

Motion to pass Resolution No. 2023-24 relating to the Semi-Annual Review of Closed Session Minutes. The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: July 17, 2023.

Resolution No. 2023-25 - Authorized Agent to the Illinois Municipal Retirement Fund (IMRF)

Motion to pass Resolution No. 2023-25 appointing Human Resources Manager Kathryn A. Golbach as the Village's Authorized Agent to the Illinois Municipal Retirement Fund (IMRF) effective October 16, 2023. The Authorized Agent has the powers and duties as noted within the resolution.

Resolution No. 2023-26 - 2023 Unused Private Activity Bond Volume Cap

Motion to pass Resolution No. 2023-26 ceding the 2023 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.

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

Ordinance No. 2023-119 - Disposal of Surplus Village Personal Property

Motion to pass Ordinance No. 2023-119 authorizing the Disposal of Surplus Village Personal Property

The list of Village owned property that will be disposed of during FY 2023 is contained in Board packets. The assets were either used for trade-in or outright disposed of. All capital assets will be removed from the Village's balance sheet.

Ordinance No. 2023-120 - 15989 & 16051 Deerfield Parkway

Motion to pass Ordinance No. 2023-120 approving the Disconnection of 15989 & 16051 Deerfield Parkway.

Staff recommends that the Village Board approve the proposed ordinance disconnecting the property located at 15989 & 16051 Deerfield Parkway.

Ordinance No. 2023-121 - 1650 Leider Lane

Motion to pass Ordinance No. 2023-121 authorizing the Village Manager to extend the Listing Agreement for 1650 Leider Lane.

Staff recommends that the Village Board approve an Ordinance authorizing the Village Manager to execute a 6-month extension to the listing agreement with Colliers International for the Village property at 1650 Leider Lane.

Ordinance No. 2023-122 - Berman Lapetina Enterprises, LLC

Motion to pass Ordinance No. 2023-122 authorizing a Development Improvement Agreement with Berman Lapetina Enterprises, LLC.

Staff recommends approval of the Development Improvement Agreement for a Self-Storage Facility commercial building development behind Ricky Rockets located at 105 Lexington Drive, subject to the receipt of the required fees and Village Attorney review.

Ordinance No. 2023-123 - Bonnell Industries

Motion to pass Ordinance No. 2023-122 authorizing the purchase to Upfit three Public Works vehicles from Bonnell Industries.

Minutes Acceptance: Minutes of Oct 16, 2023 7:30 PM (Approval of Minutes)

Staff recommends the Village Board authorize Bonnell Industries to complete the upfit of three (3) winter maintenance packages on three (3) Chevrolet 4500HD dump trucks purchased in FY23. This Sourcewell Cooperative Purchase Contract #155925 is for all three vehicles for a total amount not to exceed \$61,833.37.

Ordinance No. 2023-124 - 41 McHenry Commercial Development

Motion to pass Ordinance No. 2023-124 authorizing execution of the Certificate of Initial Acceptance for the 41 McHenry Commercial Development. Contained in Board packets is the Certificate of Initial Acceptance for the new multi-tenant development improvements located at 41 McHenry Road. Staff recommends approval to begin the one-year maintenance period on October 16, 2023, pending Village Attorney review.

It was requested that Item 8. F. Ordinance No. 2023-120 approving the Disconnection of 15989 & 16051 Deerfield Parkway be removed from the Consent Agenda.

Moved by Stein, seconded by Bocek, to approve the Consent Agenda minus Item 8.F. as listed above. Upon roll call, Trustees voted as follows on the amended Consent Agenda:

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

ORDINANCE NO. 2023-120 – 15989 & 16051 DEERFIELD PARKWAY

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2023-120 approving the Disconnection of 15989 and 16051 Deerfield Parkway.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to the Board dated October 12, 2023.

Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT’S REPORT

President Smith appointed **Amy Parker** to the Rick Kahen Commission for Residents with Disabilities. Moved by Stein, seconded by Ottenheimer to concur with President Smith’s appointment. Upon roll call, Trustees voted as follows:

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

President Smith noted that, in the past month, he has read several Proclamations on behalf of our Village strongly denouncing hatred in all forms in our community. What happened in Israel on **October 7, 2023**, is pure, unadulterated evil and we need to vehemently disavow terrorism. It is essential for our community to come together and support one another and stand in solidarity with those who are suffering. The Jewish community of Buffalo Grove is an integral part of our Village’s diverse tapestry. They are our friends and neighbors, and we stand with them during these challenging times, and we must make them feel welcome, valued, and respected.

President Smith shared that a list of organizations providing humanitarian aid and resources available to those directly affected may be found on the Village website.

President Smith also noted that, as soon as he was made aware of the attacks on October 7, 2023, he immediately contacted Chief Budds, and he thanked our outstanding Police Department for their outreach to our synagogues, Jewish service agencies, and any businesses who may be feeling especially vulnerable. Buffalo Grove will not tolerate any form of discrimination in our community.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

NAYS: 0 – None

ABSENT: 1 – Johnson

Motion declared carried.

The Regular Meeting was adjourned at 7:58 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 6th DAY OF November 2023

Village President

Minutes Acceptance: Minutes of Oct 16, 2023 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1361****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1361- \$3,500,441.36.

ATTACHMENTS:

- Warrant 1361 meeting SUMMARY (PDF)

Trustee Liaison

Bocek

Staff Contact

Chris Black, Finance

Monday, November 6, 2023	
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VILLAGE OF BUFFALO GROVE WARRANT #1361
6-Nov-23

General Fund:	382,247.42
Parking Lot Fund:	10.00
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:	379,462.61
Capital Projects-Vehicles/Equipment:	27,362.00
Capital Projects-Streets:	124,485.17
Retiree Health Savings (RHS):	0.00
Water Fund:	1,116,487.53
Buffalo Grove Golf Fund:	87,998.95
Arboretum Golf Fund:	172,650.64
Refuse Service Fund:	0.00
Information Technology Internal Service Fund:	79,226.97
Central Garage Internal Service Fund:	51,166.22
Building Maintenance Internal Service Fund:	39,090.63
	<u>2,460,188.14</u>
PAYROLL PERIOD ENDING 10/08/2023	6,536.94
PAYROLL PERIOD ENDING 10/22/2023	<u>1,033,716.28</u>
	1,040,253.22

TOTAL WARRANT #1361 3,500,441.36

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

 Village Clerk

 Village President

Attachment: Warrant 1361 meeting SUMMARY (Approval of Warrant #1361)



Action Item : Appointing Chris Black to the Fire Pension Board

Recommendation of Action

The Village President recommends approval of appointment.

President Smith has requested the appointment of Chris Black to the Fire Pension Board.

Trustee Liaison

Smith

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, November 6, 2023	
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Information Item : Promotional Oath of Office New Sergeant Ashley Krozel

Recommendation of Action

Staff Recommends Approval

A Promotional Oath of Office will be delivered by the Buffalo Grove Fire and Police Commissioners to the Department's new Sergeant, Ashley Krozel.

Trustee Liaison

Cesario

Staff Contact

Brian Budds, Police

Monday, November 6, 2023



Action Item : Buffalo Grove Road South Letter of Intent

Recommendation of Action

Staff recommends approval.

SUMMARY: This Letter of Intent outlines that the Village will be responsible for utility design and construction costs while Cook County will cover the roadway and restoration costs for improvements to Buffalo Grove Road.

ATTACHMENTS:

- BG Road LOI Memo (DOCX)
- Buffalo Grove Road LOI (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, November 6, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 31st, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Deputy Public Works Director/Village Engineer
SUBJECT: Buffalo Grove Road Letter of Intent (LOI) with Cook County

Recommendation

Staff recommends executing a Letter of Intent with Cook County for the proposed improvements to Buffalo Grove Road from Hintz Road north to St. Mary's Parkway as it is in the best interest of the Village. The project includes roadway reconstruction, sidewalk, street lighting, and landscaping improvements for the County. Within that same construction contract, the Village will look to improve all water mains, sanitary sewers, and storm sewers along the project.

Project Overview

Cook County plans to reconstruct in place Buffalo Grove Road between Hintz Road (south terminus) and St. Mary's Parkway (approximate north terminus). Construction is planned to begin in 2025 and is currently being designed under an expedited process due to the County's need to utilize their Road Builder funding. The roadway will be reconstructed in place, with modernization improvements being made at intersections.

To improve Village infrastructure outside of this project would require the Village to pay a higher cost in the future and cause additional disruption to the traveling public. Additionally, the County's project specifically targets the items the Village would otherwise have to restore as part of our permitted work.

The road and utility are currently being designed by Ciorba Group under separate contracts between the County and Village. Modifications to Village infrastructure will meet Village standards.

An Intergovernmental Agreement (IGA) between the Village and County will follow when more design is completed by both parties and the overall costs can be conceptualized.

October 13, 2023

Honorable Eric Smith
Village President
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Re: Letter of Intent
Buffalo Grove Road Utilities and Drainage Improvements

Dear President Smith:

This Letter of Intent (LOI) has been prepared in follow-up to conversations between the Cook County Department of Transportation and Highways (County) and the Village of Buffalo Grove (Village) regarding the reconstruction of Buffalo Grove Road from Hintz Road to St. Mary's Parkway (Project).

Through our consultant, Ciorba Group, Inc., the County is currently preparing a preliminary engineering and environmental (Phase I) study for the Project. Our expectation is that construction of the Project will begin in 2025. Recently, the Village requested that we include certain Village infrastructure improvements in the construction contract for the Project. These improvements include the replacement, extension, and construction of new Village water, sanitary, and storm sewer infrastructure along Buffalo Grove Road between Lake Cook Road and Dundee Road (Village Improvements). More specifically:

- Sanitary sewer improvements are expected to include (i) relevant items of the Village 2022 Sanitary Master Plan Project, including the reconstruction of the sanitary sewer on the west side of Buffalo Grove Road between 248 Buffalo Grove Road and the Golfview Lift Station, and (ii) reconstruction of the Golfview Lift Station force main (iii) replacement of existing gravity sewer;
- Water main improvements are expected to include the consolidation of existing mains along Buffalo Grove Road to a single 16" water main, with approximately 4,600' of improvement and associated connections and appurtenances;
- Storm sewer improvements are expected to include (i) the Navajo Trail Improvements as presented in the 2019 Village Stormwater Master Plan, consisting of the installation of a 42" storm sewer along Buffalo Grove Road from Bernard Drive north to Buffalo Creek and (ii) upsize Outlet #4, a regional outfall upstream of the Arlington Club retention ponds. If further study indicates an incremental upsize based on the Village's needs alone, this would also be considered as a Village need; and
- A conventional existing condition survey of the project limits will also be completed.

To streamline efforts for both the County and Village, and in light of the fact that Buffalo Grove Road is under the County's jurisdiction, the County has agreed to include the Village Improvements in the construction contract for the Project, and requests the Village's concurrence with the following provisions:

1. The Village, at its sole cost and expense, shall prepare preliminary, pre-final, and final construction plans and specifications for the Village Improvements which will be included in the roadway bid and construction plan set.
2. The plans and specifications for the Village Improvements will be subject to County review and approval for County advertisement, letting, and award of the construction contract for the Project.
3. The Village, at its sole cost and expense, shall obtain from the Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies (DPWS) any and all permits necessary for construction of the water main improvements.
4. The Village, at its sole cost and expense, shall obtain from the IEPA Division of Water Pollution Control (DWPC) any and all permits necessary for construction of the sanitary sewer improvements.
5. The Village, at its sole cost and expense, shall obtain from the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) any and all Watershed Management Ordinance (WMO) permits necessary for construction of the sanitary sewer improvements.
6. The Village, at its sole cost and expense, shall secure all other regulatory permits necessary for construction of the Village Improvements.
7. The Village will acquire, at its sole cost and expense, any right-of-way or easements necessary for construction of the Village Improvements. Responsibilities include securing any necessary title commitments, plats, legal descriptions, appraisals, review appraisals, and negotiation services.
8. The Village will pay all actual construction and construction engineering costs associated with the Village Improvements.
9. The County will retain jurisdiction and maintenance responsibility for Buffalo Grove Road, except for any new or existing Village-owned infrastructure.

It is mutually understood that this LOI is not a legally binding agreement. A formal Intergovernmental Agreement will be prepared by the County to formalize the parties’ specific obligations for construction, construction engineering, maintenance, and funding of the Village Improvements.

If you concur with this LOI, please countersign two copies in the space provided below. Retain one copy and return an original signed copy to the County at your earliest convenience. A signed copy of this LOI transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same effect as delivery of an original executed copy. If you have any questions regarding this matter, please contact Katie Bell, Project Studies Manager, at (312) 603-1786 or by email at Katie.Bell@cookcountyil.gov.

Sincerely,

Jennifer “Sis” Killen, P.E., PTOE
Superintendent
Department of Transportation and Highways
Cook County, Illinois

CONCUR: _____ Date: _____

Honorable Eric N. Smith
Village President
Village of Buffalo Grove

ATTEST: _____ Date: _____

Attachment: Buffalo Grove Road LOI (Buffalo Grove Road South Letter of Intent)



Action Item : MPI Emergency Contractor Assistance

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends an award of bid for Emergency Contractor Assistance to the following seven contractors, DiMeo Brothers, Inc., IHC Construction Companies, LLC., Kloepper Construction, Inc., KS Energy Services, LLC., Mauro Sewer Construction, Millennium Contracting Co., and Paramount Utility & Excavating Service, Inc.

ATTACHMENTS:

- MPI Emergency Contractor Assistance Memo (DOCX)
- Bid Tab (PDF)

Trustee Liaison
Bocek

Staff Contact
Tom C. Wisniewski, Village Board

Monday, November 6, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 2, 2023
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: MPI Emergency Contractor Assistance

Recommendation

Staff is recommending an award of bid for Emergency Contractor Assistance to all seven contractors, DiMeo Brothers, Inc., IHC Construction Companies, LLC., Kloepper Construction, Inc., KS Energy Services, LLC., Mauro Sewer Construction, Millennium Contracting Co., and Paramount Utility & Excavating Service, Inc.

Background

Staff went out with the MPI once again to bid for Emergency Contractor Assistance services. These services are typically used when our Public Works staff is at capacity and unable to perform additional emergency repairs to our utility system or if the required work exceeds the capability of our equipment. Repairs are often made to the water system or sewer system after a failure necessitating this procurement be made under emergency circumstances.

As scheduling of last-minute work is difficult, and a single contractor may not be available when the work is required to be performed, staff is recommending an award of bid to all seven contractors, DiMeo Brothers, Inc., IHC Construction Companies, LLC., Kloepper Construction, Inc., KS Energy Services, LLC., Mauro Sewer Construction, Millennium Contracting Co., and Paramount Utility & Excavating Service, Inc. Staff will endeavor to use a lower cost proposer first prior to calling on the more expensive contractors.

As this service may or may not be used, the quantity and type of work is unknown until it is needed, and it is unknown which contractor will be available for any one project, recommending a not to exceed price is nearly impossible. Staff will use the emergency procurement guidelines in the Procurement Policy and the Village Manager will authorize the expenditure of funds if and when they are required. The Village Board will be notified as soon as is practicable.
 Bid tab attached.

[illegible]

Table Eleven – Hourly rate for all
Municipalities from January 1, 2025 to
December 31, 2025

Equipment/Laborer	Labor and Equipment Rates per Hour			
	Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays
Small Back Hoe + Operator	\$182.00	\$225.00	\$225.00	\$275.00
Jump Back Hoe + Operator	\$182.00	\$225.00	\$225.00	\$275.00
Small Backhoe Dump Truck + Driver	\$129.00	\$158.00	\$158.00	\$195.00
Medium Backhoe Dump Truck + Driver	\$131.00	\$158.00	\$158.00	\$195.00
Small Dump Truck + Driver	\$131.00	\$158.00	\$158.00	\$195.00
Excavator + Operator	\$147.00	\$240.00	\$240.00	\$250.00
Excavator/Backhoe + Vacuum Truck + Operator	\$340.00	\$340.00	\$340.00	\$340.00
Excavator Back	\$15.00	\$15.00	\$15.00	\$15.00
Grader	\$222.00	\$156.00	\$156.00	\$215.00
Roller	\$117.00	\$117.00	\$117.00	\$117.00
Total	\$1,626.00	\$1,876.00	\$1,876.00	\$2,215.00

Table Twelve – Hourly rate for all
Municipalities from January 1, 2026 to
December 31, 2026

Equipment/Laborer	Labor and Equipment Rates per Hour			
	Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 pm	Saturdays	Sundays & Holidays
Small Back Hoe + Operator	\$117.00	\$232.00	\$225.00	\$278.00
Jump Back Hoe + Operator	\$281.00	\$562.00	\$540.00	\$675.00
Large Back Hoe + Operator	\$311.00	\$622.00	\$600.00	\$750.00
Front-End Dump Truck + Driver	\$175.00	\$350.00	\$340.00	\$425.00
Small Dump Truck + Driver	\$135.00	\$270.00	\$260.00	\$325.00
Gravel Hauler + Operator	\$115.00	\$230.00	\$225.00	\$280.00
Gravel Hauler + Operator	\$331.00	\$662.00	\$640.00	\$800.00
Gravel Hauler + Operator	\$111.00	\$222.00	\$215.00	\$270.00
Gravel Hauler + Operator	\$125.00	\$250.00	\$240.00	\$300.00
Gravel Hauler + Operator	\$140.00	\$280.00	\$270.00	\$337.50
Total	\$1,568.00	\$3,136.00	\$3,030.00	\$3,825.00

Labor and Equipment Rates per Hour			
Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 pm	Saturdays	Sundays & Holidays
\$308.00	\$361.78	\$280.78	\$415.65
\$418.00	\$471.78	\$471.78	\$524.56
\$184.00	\$219.47	\$219.47	\$264.94
\$194.00	\$229.47	\$229.47	\$284.94
\$225.00	\$260.40	\$260.40	\$295.94
\$268.00	\$321.78	\$321.78	\$375.56
\$350.00	\$373.78	\$373.78	\$427.55
\$178.00	\$210.00	\$170.00	\$178.00
\$180.55	\$250.54	\$250.54	\$278.79
\$190.30	\$231.78	\$231.78	\$273.23
\$2,421.48	\$2,628.48	\$2,628.48	\$3,229.98

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 5:00 pm	5:00 pm - 7:00 am	7:00 am - 5:00 pm	5:00 pm - 7:00 am		
\$268.00	\$348.00	\$471.75	\$361.75	\$611.75	\$415.55
\$418.00	\$418.00	\$471.75	\$471.75	\$611.75	\$525.55
\$184.00	\$219.47	\$219.47	\$219.47	\$254.04	\$254.04
\$104.00	\$229.47	\$229.47	\$229.47	\$254.04	\$254.04
\$225.00	\$260.40	\$260.40	\$260.40	\$295.94	\$295.94
\$268.00	\$321.75	\$321.75	\$321.75	\$375.55	\$375.55
\$320.00	\$375.75	\$375.75	\$375.75	\$427.55	\$427.55
\$192.00	\$230.94	\$230.94	\$230.94	\$268.00	\$268.00
\$189.55	\$230.94	\$230.94	\$230.94	\$268.00	\$268.00
\$190.30	\$231.75	\$231.75	\$231.75	\$272.23	\$272.23
\$2,421.85	\$2,825.88	\$2,825.88	\$2,825.88	\$3,229.95	\$3,229.95

Labor and Equipment Rates per Hour				
Weekdays		Weekends		
7:00 am - 8:00 pm	8:00 pm - 7:00 am	Saturdays	Sundays & Holidays	
\$268.00	\$471.78	\$361.78	\$415.55	
\$184.00	\$219.47	\$219.47	\$254.94	
\$194.00	\$272.47	\$229.47	\$264.94	
\$225.00	\$260.40	\$260.40	\$296.94	
\$268.00	\$371.78	\$321.78	\$375.55	
\$188.00	\$237.78	\$237.78	\$247.55	
\$128.00	\$179.47	\$179.47	\$179.94	
\$160.55	\$200.54	\$200.54	\$271.73	
\$190.50	\$231.78	\$231.78	\$322.94	
\$2,421.45	\$2,625.48	\$2,625.48	\$3,173.22	

Labor and Equipment Rates per Hour			
Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays
\$220.00	\$251.00	\$251.00	\$289.00
\$261.00	\$292.00	\$292.00	\$333.00
\$135.00	\$168.00	\$168.00	\$208.00
\$182.00	\$192.00	\$192.00	\$220.00
\$161.00	\$204.00	\$204.00	\$232.00
\$450.00	\$540.00	\$510.00	\$540.00
\$450.00	\$540.00	\$510.00	\$540.00
\$107.00	\$135.00	\$135.00	\$161.00
\$142.00	\$193.00	\$180.00	\$203.00
\$155.00	\$213.00	\$199.00	\$224.00
\$2,236.00	\$2,706.00	\$2,613.00	\$2,893.00

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 5:00 pm	5:00 pm - 7:00 pm	7:00 am - 5:00 pm	5:00 pm - 7:00 pm		
\$264.00	\$350.00	\$360.00	\$360.00	\$347.00	
\$314.00	\$351.00	\$361.00	\$361.00	\$398.00	
\$142.00	\$177.00	\$177.00	\$177.00	\$210.00	
\$157.00	\$202.00	\$202.00	\$202.00	\$231.00	
\$169.00	\$215.00	\$215.00	\$215.00	\$244.00	
\$480.00	\$570.00	\$570.00	\$570.00	\$540.00	
\$480.00	\$570.00	\$570.00	\$570.00	\$540.00	
\$128.00	\$158.00	\$158.00	\$158.00	\$128.00	
\$171.00	\$222.00	\$222.00	\$222.00	\$254.00	
\$186.00	\$258.00	\$258.00	\$258.00	\$280.00	
\$2,491.00	\$3,003.00	\$2,910.00	\$2,910.00	\$3,218.00	

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 5:00 pm	5:00 pm - 7:00 am				
\$317.00	\$422.00	\$363.00	\$447.00		
\$151.00	\$186.00	\$186.00	\$228.00		
\$166.00	\$212.00	\$212.00	\$243.00		
\$515.00	\$625.00	\$625.00	\$756.00		
\$515.00	\$650.00	\$570.00	\$650.00		
\$515.00	\$650.00	\$570.00	\$650.00		
\$115.00	\$140.00	\$140.00	\$168.00		
\$206.00	\$275.00	\$260.00	\$320.00		
\$224.00	\$308.00	\$287.00	\$323.00		
\$2,792.00	\$3,349.00	\$3,249.00	\$3,589.00		

Labor and Equipment Rates per Hour			
Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays
\$202.99	\$238.99	\$230.99	\$267.79
\$238.49	\$263.49	\$263.19	\$291.29
\$200.49	\$230.89	\$230.89	\$258.29
\$213.49	\$240.89	\$240.89	\$268.29
\$236.49	\$263.89	\$263.89	\$291.29
\$283.49	\$310.89	\$310.89	\$338.29
\$348.99	\$377.39	\$377.39	\$404.79
\$312.39	\$347.39	\$347.39	\$374.39
\$133.59	\$158.04	\$158.04	\$182.49
\$164.52	\$192.92	\$192.92	\$221.32
\$2,337.84	\$2,881.49	\$2,881.49	\$3,828.34

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 5:00 pm	5:00 pm - 7:00 am				
\$214.11	\$245.95		\$239.61	\$268.10	
\$245.95	\$274.45		\$274.45	\$302.94	
\$211.63	\$240.13		\$240.13	\$268.02	
\$222.03	\$250.53		\$250.53	\$279.02	
\$245.95	\$274.45		\$274.45	\$302.94	
\$294.83	\$323.33		\$323.33	\$351.82	
\$363.99	\$392.49		\$392.49	\$420.98	
\$418.75	\$447.25		\$447.25	\$476.75	
\$138.99	\$164.39		\$164.39	\$189.79	
\$171.10	\$200.64		\$200.64	\$226.17	
\$2,424.27	\$2,678.74		\$2,678.74	\$2,933.13	

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 5:00 pm	5:00 pm - 7:00 am				
\$278.55		\$248.19		\$277.03	
\$255.99		\$225.42		\$255.06	
\$220.10		\$249.73		\$279.37	
\$230.91	\$280.55	\$280.55		\$280.18	
\$255.79	\$285.42	\$285.42		\$315.06	
\$306.82	\$338.26	\$338.26		\$365.89	
\$378.55	\$428.19	\$428.19		\$432.82	
\$325.30	\$428.19	\$428.19		\$428.18	
\$144.49	\$170.94	\$170.94		\$192.38	
\$177.94	\$208.66	\$208.66		\$239.38	
\$2,514.74	\$2,779.38	\$2,779.38		\$3,043.97	

Labour and Equipment Rates per Hour			
Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays
\$215.00	\$260.00	\$280.00	\$360.00
\$265.00	\$320.00	\$350.00	\$450.00
\$150.00	\$175.00	\$175.00	\$275.00
\$195.00	\$220.00	\$220.00	\$320.00
\$205.00	\$230.00	\$230.00	\$330.00
\$300.00	\$300.00	\$300.00	\$500.00
\$180.00	\$180.00	\$180.00	\$260.00
\$170.00	\$170.00	\$170.00	\$270.00
\$1,595.00	\$1,815.00	\$1,815.00	\$2,715.00

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 5:00 pm	5:00 pm - 7:00 am	7:00 am - 5:00 pm	5:00 pm - 7:00 am		
\$236.00	\$275.00	\$235.00	\$275.00	\$375.00	\$375.00
\$275.00	\$315.00	\$275.00	\$315.00	\$415.00	\$415.00
\$195.00	\$190.00	\$190.00	\$190.00	\$290.00	\$290.00
\$275.00	\$235.00	\$235.00	\$235.00	\$335.00	\$335.00
\$220.00	\$245.00	\$245.00	\$245.00	\$345.00	\$345.00
\$350.00	\$350.00	\$350.00	\$350.00	\$550.00	\$550.00
\$170.00	\$170.00	\$170.00	\$170.00	\$270.00	\$270.00
\$180.00	\$180.00	\$180.00	\$180.00	\$280.00	\$280.00
\$174.00	\$190.00	\$190.00	\$190.00	\$280.00	\$280.00

Labor and Equipment Rates per Hour				
Weekdays		Weekdays		
7:00 am - 2:00 pm	2:00 pm - 7:00 am	Saturdays	Sundays & Holidays	
\$245.00	\$200.00	\$290.00	\$190.00	
\$180.00	\$205.00	\$205.00	\$305.00	
\$225.00	\$250.00	\$250.00	\$350.00	
\$235.00	\$260.00	\$260.00	\$360.00	
\$400.00	\$400.00	\$400.00	\$600.00	
\$180.00	\$180.00	\$280.00	\$280.00	
\$160.00	\$190.00	\$190.00	\$290.00	
\$1,885.00	\$2,105.00	\$2,105.00	\$3,005.00	

Labour and Equipment Rates per Hour				
Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays	
\$290.00	\$435.00	\$435.00	\$290.00	
\$350.00	\$750.00	\$750.00	\$1,000.00	
\$240.00	\$360.00	\$360.00	\$480.00	
\$265.00	\$382.00	\$382.00	\$510.00	
\$4275.00	\$412.50	\$412.50	\$550.00	
\$700.00	\$1,000.00	\$1,000.00	\$1,400.00	
\$750.00	\$1,100.00	\$1,100.00	\$1,500.00	
\$900.00	\$1,200.00	\$1,200.00	\$1,600.00	
\$175.00	\$252.50	\$252.50	\$350.00	
\$300.00	\$300.00	\$300.00	\$400.00	
\$3,985.00	\$5,902.00	\$5,302.00	\$7,970.00	

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 9:00 pm	9:00 pm - 7:00 am	7:00 am - 9:00 pm	9:00 pm - 7:00 am		
\$318.00	\$471.00	\$272.50	\$408.75	\$630.00	
\$325.00	\$478.50	\$287.50	\$431.25	\$1,050.00	
\$386.00	\$597.50	\$397.50	\$595.00	\$530.00	
\$425.00	\$637.50	\$412.50	\$618.75	\$550.00	
\$500.00	\$750.00	\$450.00	\$675.00	\$600.00	
\$725.00	\$1,087.50	\$525.00	\$787.50	\$1,450.00	
\$775.00	\$1,162.50	\$1,162.50	\$1,743.75	\$1,550.00	
\$825.00	\$1,237.50	\$1,237.50	\$1,856.25	\$1,600.00	
\$900.00	\$1,350.00	\$1,350.00	\$2,025.00	\$1,700.00	
\$1,225.00	\$1,837.50	\$1,337.50	\$2,006.25	\$2,400.00	
\$1,375.00	\$2,062.50	\$1,487.50	\$2,231.25	\$2,450.00	
\$4,230.00	\$6,307.50	\$6,307.50	\$9,450.00	\$8,480.00	

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:00 am - 8:00 pm	5:00 pm - 7:00 am	7:00 am - 8:00 pm	5:00 pm - 7:00 am		
\$1,340.00	\$1,050.00	\$1,200.00	\$950.00	\$810.00	\$680.00
\$200.00	\$150.00	\$225.00	\$175.00	\$160.00	\$1,100.00
\$290.00	\$435.00	\$435.00	\$650.00		
\$300.00	\$450.00	\$450.00	\$600.00		
\$425.00	\$487.50	\$487.50	\$650.00		
\$750.00	\$1,125.00	\$1,125.00	\$1,500.00		
\$850.00	\$1,220.00	\$1,200.00	\$1,420.00		
\$1,050.00	\$1,575.00	\$1,400.00	\$1,900.00		
\$225.00	\$337.50	\$337.50	\$500.00		
\$250.00	\$375.00	\$375.00	\$500.00		
\$4,480.00	\$6,720.00	\$6,720.00	\$8,960.00		

Labor and Equipment Rates per Hour				
Weekdays 7:00 am - 5:00 pm	Weekdays 5:00 pm - 7:00 am	Saturdays	Sundays & Holidays	
\$173.00	\$214.00	\$210.00	\$235.00	
\$173.00	\$214.00	\$210.00	\$235.00	
\$115.00	\$150.00	\$150.00	\$175.00	
\$126.00	\$160.00	\$160.00	\$185.00	
\$157.50	\$192.50	\$192.50	\$217.50	
\$33.18	\$33.18	\$33.18	\$33.18	
\$126.00	\$160.00	\$160.00	\$185.00	
\$126.00	\$160.00	\$160.00	\$185.00	
\$1,030.68	\$1,275.68	\$1,275.68	\$1,460.68	

Labour and Equipment Rates per Hour				
Weekdays		Weekdays		
7:00 am - 5:30 pm	5:00 pm - 7:00 am	7:00 am - 7:00 am	Saturdays	Sundays & Holidays
\$130.26	\$121.25		\$215.26	\$240.26
\$180.25	\$210.25		\$215.25	\$240.25
\$118.45	\$110.45		\$153.45	\$178.45
\$128.75	\$163.75		\$163.75	\$188.75
\$162.23	\$197.23		\$197.23	\$222.23
\$33.18	\$33.18		\$33.18	\$33.18
\$78.75	\$163.75		\$163.75	\$188.75
\$128.75	\$163.75		\$163.75	\$188.75
\$1,060.61	\$1,305.61		\$1,305.61	\$1,480.61

Labor and Equipment Rates per Hour					
Weekdays		Weekdays		Saturdays	Sundays & Holidays
7:30 am - 5:30 pm	5:00 pm - 7:00 am				
\$138.06	\$220.61			\$220.66	\$245.66
\$185.06	\$220.66			\$220.66	\$245.66
\$122.00	\$187.00			\$187.00	\$182.00
\$122.61	\$187.61			\$187.61	\$192.61
\$167.10	\$202.10			\$202.10	\$227.10
\$33.18	\$33.18			\$33.18	\$33.18
\$192.61	\$187.61			\$187.61	\$192.61
\$192.61	\$187.61			\$187.61	\$192.61
\$1,081.43	\$1,336.43			\$1,336.43	\$1,511.43



**Action Item : Municipal Compliance Report for the Year Ending
12/31/2022 - Fire 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. Also included is the tax levy request letter from the Fire Pension Fund.

ATTACHMENTS:

- Firefigher Pension_MCR 12-31-22 (PDF)
- Fire Pernsion Bd. - 2023 Tax Levy Request (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, November 6, 2023

THE VILLAGE OF BUFFALO GROVE,
ILLINOIS
FIREFIGHTERS' PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2022

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

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2022**

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:

	Current Fiscal Year	Preceding Fiscal Year
Total Cash and Investments (including accrued interest)	<u>\$72,058,694</u>	<u>\$86,376,192</u>
Total Net Position	<u>\$72,223,466</u>	<u>\$86,398,578</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>\$607,100</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$5,044,100</u>
Municipal Contributions	<u>\$2,221,220</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:

Firefighters' Pension Investment Fund	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contributions	<u>\$2,221,220</u>
Alternative Municipal Contributions	<u>\$1,170,207</u>

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

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2022**

- 8) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Firefighters' Pension Investment Fund	<u>N/A</u>	<u>79.76%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>81.92%</u>	<u>85.11%</u>

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

Unfunded Liability:

Firefighters' Pension Investment Fund	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$17,537,186</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) Please see attached Investment/Cash Management policy if applicable

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 21 day of August, 2023

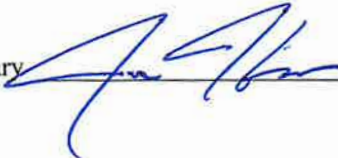
President



Date

8/21/23

Secretary



Date

8/21/23

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

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2022**

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, 2022 and 2021.

Assumed Investment Return:

Firefighters' Pension Investment Fund - Preceding Fiscal Year Interest Rate Assumption as Reported in the December 31, 2021 Actuarial Valuation. No December 31, 2022 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2022 and 2021 Actuarial Valuations.

Actual Investment Return for the Current Fiscal Year Ended December 31, 2022 - Money Weighted Rate of Return under GASB Pronouncements 67 and 68, as Reported in the Audited Financial Statements for the Fiscal Year.

- 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, 2022 - Schedule P.

- 7) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2022 - 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.

Buffalo Grove Firefighters' Pension Fund
50 Raupp Boulevard, Buffalo Grove, Illinois 60089

August 21, 2023

Eric Smith, Village President
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, Illinois 60089

RE: Tax Levy Request from the Buffalo Grove Firefighters' Pension Fund 2022

Dear President Smith and Members of the Village Board:

Section 4-118 of the Illinois Pension Code provides that the Village of Buffalo Grove shall annually levy a tax to meet the annual actuarial requirements of the Village's firefighters' pension fund (40 ILCS 5/4-118). The Board of Trustees of the Buffalo Grove Firefighters' Pension Fund has reviewed the actuarial valuation prepared by Lauterbach and Amen. Note that the actuarial valuation prepared by the Firefighters' Pension Investment Fund of Illinois (FPIF) was not yet available for review. The Pension Board voted to request that the Village Board levy and contribute the recommended actuarial amount of **\$2,221,220** for the Fund in December 2023. Note the following from actuarial valuation:

- The recommended contribution has increased \$348,280 -- or 18.6% -- from the prior year. The primary cause of the increase in the recommended contribution is poor investment returns which accounted for \$176,493 of the increase.
- In January of 2022, the Fund's assets were transferred to the new consolidated Firefighters' Pension Investment Fund (FPIF). In its first year with FPIF, the Fund's market value return on investments was -14.89%, net of investment expenses. When smoothing is considered over five years, the Fund's investment return was 4.02% on an actuarial asset basis. You can learn more about FPIF and review its asset allocation and investment returns at its website, <https://ifpif.org>.
- The Fund paid more than \$4.4 million in benefits last year and ended the year with over \$72 million in assets. Furthermore, the Village contributed \$2,410,582 to the Fund in 2022. Unfortunately, the ratio of benefits to market value of assets rose to 6.10% (previously, 4.73% last year); however, this is still an indication that the Fund is in a sound financial position.

This year FPIF will begin promulgating an actuarial valuation for the Fund, using an aggressive 7.125% investment return assumption and a statutory minimum approach in preparing the calculations. Coupled with FPIF's inability to provide GASB reporting for its participating pension funds, the Board urges the Village to continue our collaboration to secure a private actuarial valuation based on sound funding principles.

Enclosed are the Fund's municipal compliance report and Lauterbach's actuarial valuation. The Board is grateful for the Village's ongoing commitment to properly funding the Buffalo Grove Firefighters' Pension Fund. If you have any questions, please let us know.

Sincerely,

Buffalo Grove Firefighters' Pension Fund


 Dan Pasquarella, President

Enclosures: L&A Actuarial Valuation as of January 1, 2023; Municipal Compliance Report
 cc: Chris Black, Finance Director, Village of Buffalo Grove (w/ enclosures)



Action Item : Municipal Compliance Report for the Year Ending 12/31/2022 - 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. Also included is the tax levy request letter from the Police Pension Fund.

ATTACHMENTS:

- Police Pension_MCR 12-31-2022 (PDF)
- Police Pension Levy Req Letter (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, November 6, 2023

THE VILLAGE OF BUFFALO GROVE,
ILLINOIS
POLICE PENSION FUND

PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2022

**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 27, 2023

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, 2022. 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,

A handwritten signature in black ink that reads "Lauterbach & Amen, LLP".

LAUTERBACH & AMEN, LLP

Attachment: Police Pension_MCR 12-31-2022 (Municipal Compliance Report for the Year Ending 12/31/2022 - 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, 2022**

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:

	Current Fiscal Year	Preceding Fiscal Year
Total Cash and Investments (including accrued interest)	\$84,084,173	\$98,277,915
Total Net Position	\$84,315,611	\$98,256,230

- 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	\$713,500
Estimated Receipts - All Other Sources	
Investment Earnings	\$5,885,900
Municipal Contribution	\$3,020,850

- 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	\$6,274,300
(b) Annual Requirement of the Fund as Determined by:	
Illinois Police Officers' Pension Investment Fund	\$3,091,682
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contribution	\$3,020,850
Alternative Municipal Contribution	N/A

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

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2022**

- 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>(\$13,039,178)</u>	<u>\$14,967,436</u>
Assumed Investment Return		
Illinois Police Officers' Pension Investment Fund	<u>6.800%</u>	<u>6.500%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>7.000%</u>	<u>7.000%</u>
Actual Investment Return	<u>(14.300)%</u>	<u>16.372%</u>

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

Number of Active Members	<u>57</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>59</u>	<u>\$4,514,782</u>
(ii) Disability Pension	<u>1</u>	<u>\$39,031</u>
(iii) Survivors and Child Benefits	<u>7</u>	<u>\$407,758</u>
Totals	<u>67</u>	<u>\$4,961,571</u>

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

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2022**

- 7) The funded ratio of the fund:

	Current Fiscal Year	Preceding Fiscal Year
Illinois Police Officers' Pension Investment Fund	74.16%	72.87%
Private Actuary - Lauterbach & Amen, LLP	77.55%	77.83%

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

Unfunded Liability:

Illinois Police Officers' Pension Investment Fund	\$31,679,320
Private Actuary - Lauterbach & Amen, LLP	\$26,849,502

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) Please see attached Investment/Cash Management policy if applicable

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, 2023

President



Date

10/18/23

Secretary



Date

10/18/23

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

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending December 31, 2022**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended December 31, 2022 and 2021.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended December 31, 2022 and 2021.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended December 31, 2022 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, 2022, 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, 2022.

- 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, 2022, plus a 25% Increase, Rounded to the Nearest \$100.

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

Illinois Police Officers' Pension Investment Fund - Suggested Amount of Tax Levy as Reported in the December 31, 2022 Actuarial Valuation.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the December 31, 2022 Actuarial Valuation.

Statutorily Required Amount of Tax Levy - No statutorily required amount has been provided in a December 31, 2022 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, 2022**

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, 2022 and 2021.

Assumed Investment Return:

Illinois Police Officers' Pension Investment Fund - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2022 and 2021 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended December 31, 2022 and 2021 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, 2022 and 2021.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for December 31, 2022 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for December 31, 2022 - 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, 2022**

INDEX OF ASSUMPTIONS

7) The funded ratio of the fund:

Illinois Police Officers' Pension Investment Fund - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2022 and 2021 Actuarial Valuations.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the December 31, 2022 and 2021 Actuarial Valuations.

8) Unfunded Liability:

Illinois Police Officers' Pension Investment Fund - Deferred Asset (Unfunded Accrued Liability) as Reported in the December 31, 2022 Actuarial Valuation.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the December 31, 2022 Actuarial Valuation.

REIMER OOBROVOLNY & LABARDI PC

A PUBLIC SAFETY LAW FIRM

*RICHARD J. REIMER
/AMES L. DOBROVOLNY
BRJAN J. LABARDI
VINCENT C. MANCINI
NEMURA G. PENCYLA
CHRIS W. POTTHOFF, JR.
'SHAREHOLDER



15 SPINNING WHEEL ROAD, SUITE 310, HINSDALE, ILLINOIS 60521
(630) 654-9547 (630) 654-9676 FAX
WWW.RDLAWPCOM

306 W. GREEN STREET
URBANA, ILLINOIS, 61801
217-344-2376

August 3, 2023

Honorable Eric Smith, Village President
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, Illinois 60089

By Priority Mail Signature Confirmation

Re: Buffalo Grove Police Pension Fund-Annual Tax Levy Requirements

Dear President Smith:

Please be advised the undersigned is legal counsel for the Buffalo Grove Police Pension Fund. At the Pension Board meeting of July 27, 2023, the Pension Board Trustees discussed the annual tax levy/municipal contribution requirements for the Pension Fund for the upcoming tax year. As you are aware, the Pension Board either relies on an actuarial valuation performed by the Illinois Police Officers' Pension Investment Fund or an independent actuary employed by the Pension Board.

In this case, the Pension Board relied upon the actuarial valuation performed by Lauterbach & Amen. Their recommended levy for the upcoming tax year, in order to satisfy the annual requirements of the Buffalo Grove Police Pension Fund, as required by §5/3-125 of the Pension Code, is \$3,020,850. A copy of the Lauterbach & Amen report is enclosed for your review.

Accordingly, pursuant to §3-125 of the Pension Code, the Buffalo Grove Police Pension Board is requesting the Village of Buffalo Grove levy or contribute that amount for the upcoming tax year in order to satisfy the annual requirements of the Buffalo Grove Police Pension Fund. In the event that the Village will not be levying or contributing this amount, please advise me.

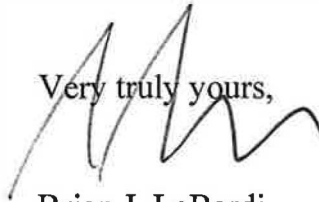
Finally, the Pension Board wishes to draw your attention to §3-125.1 of the Pension Code and §4402.30 of the Illinois Administrative Code defining salary for pension purposes. Both those authorities refer to pensionable salary as being determined at least in part as that established by the municipality's appropriations ordinance. A similar conclusion was recently reached by the First District Appellate Court in *Village of Chicago Ridge v. Chicago Ridge Firefighters' Pension Bd. of Trustees*, 2016 IL App (1st) 152089. In light of these authorities, the Pension Board requests the Village ensure the

Attachment: Police Pension Levy Req Letter (Municipal Compliance Report for the Year Ending 12/31/2022 - Police Pension Fund)

appropriate salaries attached to rank for officers covered by Article 3 of the Pension Code are properly reflected in a municipal appropriations ordinance.

Thank you for your anticipated cooperation and assistance in this matter. Please do not hesitate to contact the undersigned should you have any questions concerning this matter.

Very truly yours,



Brian J. LaBardi

cc: Sgt. Tony Turano, President
Buffalo Grove Police Pension Fund



**Ordinance No. O-2023-125 : An Ordinance Updating Lake County
Sewer Utility Sewer Fees**

Recommendation of Action

Staff recommends approval.

SUMMARY: Lake County Public Works has increased their sewer connection fees. Per the current agreement, Lake County Public Works provides sanitary sewer treatment and the Village is required to collect and remit these fees for the County.

ATTACHMENTS:

- LC Sewer Fee Memo (DOCX)
- LC Sewer Fee Ordinance (DOCX)
- Buffalo Grove Rate Notice 8.23.23 (PDF)
- 07.11.23 FY2024 Chapter 51 Water and Sewer Rates and Charges_Revised 6.22.23 (003) (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, November 6, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 2, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Director of Public Works/Village Engineer

SUBJECT: 2023 Lake County Sewer Rate Update

RECOMMENDATION

Staff recommends the Board approve the enclosed ordinance updating the Village Municipal Code to reflect the current Lake County sanitary sewer fees.

BACKGROUND

The Village Board formally approved the Lake County Sewer Agreement on February 22, 2022. The Lake County Board approved the fee increase on July 11th, 2023. This allows for updating the Village's municipal code to reflect the current fee structure.

The fee per 1,000 gallons has increased from \$4.68 in 2023 to \$4.86 in 2024. The single-family residential connection fee remains unchanged at \$5,950 while the Residential Customer Equivalent for industrial, commercial, and institutional is increased from \$35.06 to \$36.47. Staff collects the estimated amounts per the Lake County Sewer Agreement/Code per year to prevent having to back charge residents or developers for the increase in fees from Lake County.

ORDINANCE 2023-_____**AN ORDINANCE AMENDING CHAPTERS 1 AND 13 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 February 22nd, 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 July 11th, 2023, an ordinance amending rates for all wholesale and retail water and sewer systems in the County.

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 effective December 1st, 2023.

SECTION 2.

Section 1.16 Fee Schedule, is hereby amended as follows:

1.16.010 – Fee Schedule

Buffalo Grove Municipal Code Section	Classification	Fee
13.04.290 subsection A.3.	Sewer user charges for each user/consumer serviced by the Lake County sanitary sewer.	\$4.68 \$4.86 per 1,000 gallons of water consumed

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, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



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

August 21, 2023

SENT VIA FedEx and Email

President Eric Smith
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

RE: Notice of Wholesale Sewer Rate Increase

Dear President Smith:

In 2023 the Lake County Public Works Department completed a system wide Rate and Connection Fee Study which was approved by the County Board on July 11, 2023. 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 study can be found on the department's website at www.lakecountyil.gov/337/Water-Sewer-Charges-Ordinances.

This is the first year of the multi-year rate study plan and will go into effect on December 1, 2023, for County fiscal year 2024. After working with a professional financial consulting firm, the County has determined that a six percent (6%) increase to its water rates and a four percent (4%) increase to its sewer rates is appropriate to fund operations and support the Capital Improvement Program for FY2024.

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, 2023.

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

- The current rate increases from \$4.68 per 1,000 gallons to \$4.86 per 1,000 gallons.
- The current Residential Customer Equivalent (RCE) rate increases from \$35.06 per RCE to \$36.47.

Attachment: Buffalo Grove Rate Notice 8.23.23 (O-2023-125 : Update Lake County Sewer Fees)

- The current Residential Customer Equivalent (RCE) rate increases from \$35.06 per RCE to \$36.47.
- The 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: Buffalo Grove Rate Notice 8.23.23 (O-2023-125 : Update Lake County Sewer Fees)

RATES AND CHARGES

§ 51.15 BILLING, GENERALLY.

The rates, fees, and charges for the use and service of certain waterworks and sewerage systems of the County, billed on various cycles, shall be established in §§ 51.16 through §§ 51.28. Rates in §§ 51.16 through §§ 51.19 include pass-through rates or fees from third-party service providers or other agencies. Charges in §§ 51.16 (D) establish the monthly service charge per domestic water meter based on size. In addition to rate adjustments expressly authorized in §§ 51.16 through 51.28, to the extent that the Superintendent issues bills for the collection of pass-through rates, fees, or charges payable to third-party service providers or other agencies, the Superintendent is hereby authorized and directed to timely adjust user bills to reflect changes in the pass-through rates, fees, or charges of third-party service providers or other agencies. Whenever billing adjustments result from changes in the pass-through rates, fees, or charges of third-party service providers or other agencies, the Superintendent shall cause users to be notified, in conjunction with a regular bill, of the changes in such pass-through rates, fees, or charges, which notification shall be in addition to the annual notification required pursuant to § 51.02 (C)

§ 51.16 METERED WATER

The rates for metered water per 1,000 gallons are:

(A) General Service Areas	FY 2023	FY 2024
(1) Residential Block 1 (1,000-2,000 gallons per month)	\$ 1.28	\$ 1.35
(2) Residential Block 2 (3,000-6,000 gallons per month)	\$ 6.13	\$ 6.50
(3) Residential Block 3 (7,000 gallons or greater per month)	\$ 6.74	\$ 7.15
(4) Non-Residential; Residential with multiple dwelling units per meter and irrigation meters	\$ 6.13	\$ 6.50

(B) CLCJAWA Service Areas (√)	FY 2023	FY 2024	
(1) Residential Block 1 (1,000-2,000 gallons per month)	\$ 2.00	\$.34	(\$2.14) *
(2) Residential Block 2 (3,000-6,000 gallons per month)	\$ 6.09	\$ 4.67	(\$6.47) *
(3) Residential Block 3 (7,000 gallons or greater per month)	\$ 6.89	\$ 5.52	(\$7.32) *

(4) Non-Residential; Residential with multiple dwelling units per meter and irrigation meters	\$ 6.09	\$ 4.67	(\$6.47) *
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(C) Hawthorn Woods – Glennshire/Forest Lake – Glennshire/Forest Lake (†)	FY 2023	FY 2024	
(1) Residential Block 1 (1,000-2,000 gallons per month)	\$ 5.67	\$.55	(\$5.70) *
(2) Residential Block 2 (3,000-6,000 gallons per month)	\$ 9.82	\$ 4.95	(\$10.10) *
(3) Residential Block 3 (7,000 gallons or greater per month)	\$ 10.95	\$ 6.15	(\$11.30) *
(4) Non-Residential; Residential with multiple dwelling units per meter and irrigation meters	\$ 9.82	\$ 4.95	(\$10.10) *

(D) Monthly Service Charge for Domestic Water Meters	FY 2023	FY 2024
(1) Up to 1"	\$ 9.30	\$ 9.85
(2) 1.5"	\$ 10.47	\$ 11.10
(3) 2"	\$ 13.54	\$ 14.35
(4) 3"	\$ 36.65	\$ 38.85
(5) 4"	\$ 45.21	\$ 47.92
(6) 6"	\$ 65.13	\$ 69.04
(7) 8"	\$ 87.86	\$ 93.13
(8) 12"	\$ 147.63	\$ 156.48

(*) Reflects new combined water rate with 6% increase (with pass through included).

(√) Beginning December 1, 2023, the third-party pass-through fees for the Central Lake County Joint Action Water Agency are not included. LCPW is responsible for collecting these fees under an Intergovernmental Agreement (1989) and rates are subject to fluctuate based upon rate changes approved or passed by the agency.

(†) Beginning December 1, 2023, the third-party pass-through fees for Aqua Illinois, Inc. are not included. LCPW is responsible for collecting these fees per an Intergovernmental Agreement (2008)

and rates are subject to fluctuate based upon rate changes approved or passed by Aqua.

§ 51.17 METERED SEWER.

The rates for metered sewer per 1,000 gallons, 2,000 gallons per month minimum are:

	FY 2023	FY 2024	
(1) General Service Area	\$ 6.38	\$ 6.64	
(2) Southeast Central – Libertyville Countryside Manor, North Libertyville Estates, Terre Faire ~	\$ 2.01	\$ 2.09	
(3) Northeast Central – NSWRD Wildwood ^x (7,000 gallons or greater per month)	\$ 8.85	\$ 6.28	(\$9.08) **
(4) Northeast Central – NSWRD Arbor Vista x	\$ 5.60	\$ 5.82	
(5) Northwest Consolidated I	\$ 6.16	\$ 4.08	(\$6.31) **
(6) Northwest Consolidated II (Remington Pt. North – base meter charge) ^	See Note (^)	See note (^)	
2.44			
(7) Northwest Consolidated II (Holiday Pk. & Thomas Pl.)	\$ 4.57	\$ 2.44	(\$4.67) **

(**) Reflects new combined sewer rate with 4% increase (with the pass through included).

(^) Pass-through fees for the Village of Fox Lake. Effective January 1, 2020, LCPW assumed the responsibility of collecting these fees due to the merger with the Lakes Region Sanitary District. These rates are subject to fluctuate based upon rate changes approved or passed by the Village.

(~) Does not include third-party pass-through fees for the Village of Libertyville. LCPW is responsible for collecting these fees per an Intergovernmental Agreement (2010) and rates are subject to fluctuate based upon rate changes approved or passed by the Village.

(X) Does not include third-party pass-through fees for the Village of Grayslake. LCPW is responsible for collecting these fees per an Intergovernmental Agreement (1993) and rates are subject to fluctuate based upon rate changes approved or passed by the Village.

§ 51.18 UNMETERED WATER.

The rates for unmetered water, per single family residence or equivalent, are:

	FY 2023	FY 2024	
(1) Arden Shores	\$ 65.70	\$ 16.84	(\$66.65) *
(2) Countryside Lake	\$ 61.30	\$ 64.98	
(3) Forest Lake	\$ 58.94	\$ 29.73	(\$60.63) *
(4) Oak Terrace	\$ 45.97	\$ 48.73	

(*) Reflects new combined water rate with 6% increase (with the pass through included).

§ 51.19 UNMETERED SEWER.

The rates for unmetered sewer, per single family residence or equivalent, are:

	FY 2023	FY 2024	
(1) General Service Area	\$ 51.04	\$ 53.08	
(2) Southeast Central – Libertyville ~	\$ 16.11	\$ 16.75	
(3) Northeast Central	\$ 67.84	\$ 47.12	(\$67.70) **
(4) Ravenna, Royal Melbourne, Kildeer North, Kildeer Central, Kildeer South	\$ 63.80	\$ 66.36	
(5) Riverside Preserve	\$ 81.02	\$ 84.26	
(6) Northwest Consolidated II	\$ 46.20	\$ 30.63	(\$47.38) **
(7) Northwest Consolidated II (Duck Lake Crossing)	\$ 17.55	\$ 18.25	
(8) Northwest Consolidated II (Nippersink) ^	\$ 48.25	\$ 18.25	(\$48.95) **
(9) Northwest Consolidated II (Dawn Marie, Emerald Bay & Fairfield Villages) ^^	\$ 52.94	\$ 30.61	(\$54.11) **
(10) Northwest Consolidated II (Ingleside)	\$ 46.20	\$ 30.63	(\$47.38) **

(**) Reflects new combined sewer rate with 4% increase (with the pass through included).

(~) Does not include third-party pass-through fees for the Village of Libertyville. LCPW is responsible for collecting these fees per an Intergovernmental Agreement (2010) and rates are subject

to fluctuate based upon rate changes approved or passed by the Village.

(^) Does not include third-party pass-through fees for the Village of Fox Lake. On January 1, 2020, LCPW assumed the responsibility of collecting these fees due to the merger with the Lakes Region Sanitary District. These rates are subject to fluctuate based upon rate changes approved or passed by the Village.

(^^) Does not include third-party pass-through fees for the Village of Round Lake. On January 1, 2020, LCPW assumed the responsibility of collecting these fees due to the merger with the Lakes Region Sanitary District. These rates are subject to fluctuate based upon rate changes approved or passed by the Village.

§ 51.20 EFFECTIVE DATE AND FUTURE INCREASES.

(A) The aforementioned water and sewer rates shall become effective for all billed consumption beginning December 1, 2023, for FY2024 and applied at the end of the appropriate billing cycles, unless otherwise determined by the Director of Public Works (Superintendent).

(B) On December 1, 2023, and the December 1, of each year through 2027, the water rates established in §§ 51.16 and 51.18 shall be automatically increased: by 6.0%. For FY28 the water rates established in §§ 51.16 and 51.18 shall be automatically increased: by 3.0% unless the County has performed a Rate Analysis Study to establish then current rates.

(C) On December 1, 2023, and the December 1, of each year through FY2028, the sewer rates established in §§ 51.17 and 51.19 shall be automatically increased: by 4.0% unless the County has performed a Rate Analysis Study to establish then current rates.

§ 51.21 ILLEGAL CONNECTION

No person shall connect to or turn water or sewer on to any premises without permission from the County or after it has been shut off by the County.

§ 51.22 LIABILITY: LATE PAYMENT: DELINQUENCY.

(A) *Enforcement Officer.* All sections of this subchapter shall be enforced by the Director of the Lake County Public Works Department (Superintendent), or his or her designees.

(B) *Liability.* The owner of the premises, the occupant thereof, or the user of the service shall be jointly and severally liable to pay for all service to such premises, and service is furnished to the premises by the County only upon the condition that the owner of the premises, occupant, or user of any service are jointly and severally liable therefore to the County of Lake.

(C) Liability for undercharges and overcharges. In the event that there is an undercharge for service by reason of either an error involving billing procedures or metering equipment discrepancies, such undercharge shall be billed to the user, owner or occupant and collected by the County, provided,

however, that the period of undercharge accumulation shall not exceed 12 months. In the event that there is an overcharge for service by reason of either an error involving billing procedures or metering equipment discrepancies, such overcharge shall be credited to the user, owner or occupant by the County, provided, however, that the period of overcharge accumulation shall not exceed 12 months.

(D) *Late payments, penalty.* If payment of the entire amount of a bill for sewer and/or water service is not received by the County of Lake on or before the twentieth day after the billing date, then a late payment penalty of 10% of the unpaid balance of the bill shall be added thereto and become due and payable.

(E) *Delinquency.* In the event the sewer and/or water service charges including any penalty then due are not paid within 60 days after the date of billing, such charges and penalty shall be deemed and are hereby declared to be delinquent. Such delinquency shall be a violation of this subchapter and subject to enforcement and imposition of fines. Pursuant to 55 ILCS 5/5-43035, the County has the authority to charge a late fee to cover any fees or costs incurred by the County for carrying and collecting delinquent payments, with respect to attorneys or private collection agents retained by the County. A cost of collections fee of 35% of the unpaid balance due shall be applied to the unpaid balance of the bill and become immediately due and payable.

(F) *Shut off.* If sewer and/or water service charges are determined to be delinquent or an unauthorized connection is made, the water or sewer service may be shut off by the Director of the Lake County Department of Public Works (Superintendent). Water and/or sewer service will not be turned on until all payment, penalties and fees have been paid.

(G) *Warning of Ordinance Violation.* If any charges and/or penalties are declared to be delinquent, the Enforcement Officer shall have the authority to issue a Warning of Ordinance Violation. The Warning shall, at a minimum, identify the violation for which it is being issued, shall include the address at which the violation has occurred, shall allow the respondent to elect to pay all outstanding charges and/or penalties to abate the violation(s) within a reasonable time, and shall state that a Notice of Ordinance Violation may be issued if the warning is not adhered to as specified.

(H) *Notice of Ordinance Violation; Administrative Adjudication.* If an individual has previously been issued a Warning of Ordinance Violation or is in violation of § 51.21 and the individual fails to pay all outstanding charges and/or penalties by the date specified in the warning, the Enforcement Officer shall have authority to issue a Notice of Ordinance Violation. If Administrative Adjudication is found to be the appropriate remedy to resolve the violation, the notice must be served in accordance with and shall contain all information specified and required in §§ 94.50 through 94.66 (Lake County Administrative Adjudication Ordinance). Prior to the hearing date documented on the Notice of Ordinance Violation, the respondent may elect to pay all outstanding charges and/or penalties deemed delinquent, pay the fine listed on the Notice of Ordinance Violation, and not participate in the hearing.

(I) *Liens.*

(1) In the event the sewer and/or water service charges, including any penalty, are declared to be delinquent, the County of Lake shall commence with proceedings to create a lien upon the real estate to which water or sewerage service is supplied through the delinquent account in accordance with the County's authority pursuant to 55 ILCS 5/5-15021. To create this lien, the County shall send to the delinquent owner or owners of record of the real estate, as referenced by the taxpayer's property identification number:

(a) A copy of each delinquency notice sent to the person who is delinquent in paying the charges or other notice sufficient to inform the owner or owners of record; and

(b) A notice that unpaid charges or rates may create a lien on the real estate pursuant to 55 ILCS 5/5-15021.

(2) In addition, the County shall file a notice of such lien in the office of the Lake County Recorder of Deeds. This notice shall consist of a statement sworn to by an authorized officer or employee of Lake County setting out:

(a) A description of such real estate sufficient for the identification thereof.

(b) The amount of money due for such water or sewerage service; and

(c) The date when such amount became delinquent.

(3) The County shall also send a copy of the notice of lien to the owner or owners of record of the real estate, as referenced by the taxpayer's property identification number. If all of the above requirements are met, the County shall have the power to foreclose this lien in the same manner and with the same effect as in the foreclosure of mortgages on real estate.

§ 51.23 CONNECTION FEES.

(A) The basic rates for connection users, per dwelling unit or equivalent thereto, to certain waterworks and sewerage systems of the County shall be established as follows:

(1) Water System Connection:	FY 2023	FY 2024
(a) General Service Areas (third-party provider)	\$ 4,510	\$ 4,510
(i) Arden Shores ² , Forest Lake ² , Hawthorn Woods ² , Mettawa ²	\$ 4,510	\$ 4,510
(b) General Service Areas (well water)	\$ 5,470	\$ 5,470

(2) Sewer System Connection:	FY 2023	FY 2024
(a) Diamond/Sylvan Lake	\$ 8,760	\$ 8,760
(b) Northeast	\$ 7,730	\$ 7,730
(c) Northeast Central		

(requires separate NSWRD permit and connection fee)		
(i) Highland Lake, Arbor Vista, Idlewood, Wildwood, Druce Lake, Third Lake, Grayslake retail, Gurnee retail	\$ 3,580	\$ 3,580
(ii) Grayslake wholesale ¹ , Hainesville (east) ¹ , Gurnee wholesale ¹ , Waukegan ¹	\$ 2,040	\$ 2,040
(d) Northwest		
(i) Northwest I (Fox Lake Hills ² , Petite Lake ² , Stanton Bay ² , Lakes Region Sanitary District ^{1,2})	\$ 3,080	\$ 3,080
(ii) Northwest II (Hainesville (west) ^{1, 2} , Lake Villa ^{1, 2} , Round Lake ^{1, 2} , Round Lake Beach ^{1, 2} , Round Lake Heights ^{1, 2} , Round Lake Park ^{1, 2})	\$ 1,540	\$ 1,540
(iii) Round Lake - Trunk Sewer Recapture Fee ³	\$ 431.12	\$ 431.12
(e) South Central		
(i) Vernon Hills	\$ 6,500	\$ 6,500
(f) Southeast		
(i) Portwine Sector: Bannockburn, Deerfield, Lincolnshire ¹ , Riverwoods	\$ 8,220	\$ 8,220
(ii) Ela Sector: Hawthorn Woods, Long Grove, Forest Lake, Kildeer	\$ 10,210	\$ 10,210
(iii) Buffalo Grove ¹ , Riverwoods ²	\$ 5,950	\$ 5,950
(iv) Kildeer, Long Grove, Pekara, Horatio Gardens	\$ 7,490	\$ 7,490
(v) Lincolnshire ¹ , Lake Zurich ¹ , Hawthorn Woods	\$ 4,030	\$ 4,030
(g) Southeast Central		
(i) Countryside Manor, Terre Faire, North Libertyville Estates	\$ 3,120	\$ 3,120
(ii) Libertyville ¹ , Green Oaks ²	\$ 1,580	\$ 1,580

- (B) (1) Connection charges for commercial, industrial, and institutional users shall be based on the foregoing rates for each 250 gallons per day of design flow as determined in accordance with coefficients approved by the Director of Public Works (Superintendent) and in accordance with all adopted agreements with communities and agencies.
- (2) Connection charges in the Northeast Sewer System shall be based on 350 gallons of design flow until December 2, 2024, after which time the basis shall be 250 gallons of design flow.
- (3) Through 2026, the Lake County Public Works Department will collect the Round Lake – Trunk Sewer Recapture Fee on behalf of the Lakes Region Sanitary District.
- (C) The foregoing connection fees shall also be applicable and charged on a pro-rata basis whenever an existing use is changed or modified to the extent that it results in higher daily usage in accordance with Section 51.23(D)(1).

§ 51.24 ADDITIONAL RATES AND CHARGES.

The following rates and charges for services, in addition to and supplementing those previously described by ordinance, are hereby established.

- (A) General inspection fee: \$100 per inspection.
- (B) Construction water: \$50 per dwelling unit or equivalent thereof.
- (C) Seasonal, after-hours, or temporary service turn-off/turn-on: \$100.
- (D) Force account work, contract operation and maintenance: \$65 per man-hour, regular (4-hour minimum maintenance call out); \$100 per man-hour, overtime; plus, support equipment.

(E) Water meter charges:	FY 2023	FY 2024
(1) Single-unit residential dwelling meter 5/8 in. meter or 1 in. meter	NA	\$ 350
(42) 5/8 in. meter (non-residential uses)	\$ 250	\$ 294
(23) 1 in. meter (non-residential uses)	\$ 350	\$ 407
(34) 1-1/2 in. meter	\$ 600	\$ 967
(45) 2 in. meter	\$ 800	\$ 1,267
(56) 3 in. meter	\$ 1,600	\$ 2,101
(67) 4 in. meter	\$ 1,800	\$ 2,240
(78) 6 in. meter	\$ 2,000	\$ 2,553
(89) Meters over 6 in.	Cost	Cost
(F) Automatic sprinkler systems: \$0.12 per head per month.		
(G) Septage disposal fee: initial permit \$200; annual renewal \$100.		
(H) Septage disposal fee: \$40 per 1,000 gallons.		
(I) Septage decant: \$40 per 1,000 gallons.		
(J) Drying pad fee: \$250 per truckload, \$150 per sweeper.		
(K) Hydrant flow test: \$250 per hydrant.		
(L) Laboratory test fees are as follows:		

Laboratory Test Fees

Water & Wastewater	
Test	Price
Alkalinity	\$ 12.00
BOD/CBOD	\$ 20.00
Chlorine, Residual	\$ 15.00
COD	\$ 18.00
Chloride	\$ 12.00
Conductivity	\$ 12.00
Oil & Grease	\$ 40.00
Fluoride	\$ 12.00
Hardness	\$ 12.00
Hexavalent Chromium	\$ 18.00
Nitrate	\$ 12.00

Nitrite	\$ 12.00
Nitrates, Total (NO3 + NO2)	\$ 23.00
Nitrogen, Ammonia	\$ 12.00
Nitrogen, Total Kjeldahl	\$ 25.00
Ortho-Phosphate	\$ 15.00
pH	\$ 8.00
Phosphorous, Total	\$ 18.00
Settleable Solids	\$ 12.00
TSS	\$ 15.00
TDS	\$ 15.00
VS	\$ 12.00
VSS	\$ 12.00
TS	\$ 15.00
Sulfate	\$ 15.00
Turbidity	\$ 12.00
TOC	\$ 35.00
Microbiology	
Test	Price
Fecal Coliform	\$ 18.00
Total Coliform/E. Coli (Colilert)	\$ 18.00
Total Coliform/E. Coli (MF)	\$ 18.00
HPC	\$ 18.00
Soil, Sludge, Solid Waste	
Test	Price
Notrogen, Ammonia	\$ 12.00
Metals	
Test	Price
Boron	\$ 15.00
Cadmium	\$ 15.00
Chromium, Total	\$ 15.00
Copper	\$ 15.00
Iron, Total	\$ 15.00
Iron, Dissolved	\$ 20.00
Lead	\$ 15.00
Manganese	\$ 15.00
Nickel, Total	\$ 15.00
Nickel, Dissolved	\$ 20.00
Potassium	\$ 15.00
Silver	\$ 15.00
Zinc	\$ 15.00
Metals (GF)	
Test	Price
Arsenic	\$ 25.00
Cadmium	\$ 25.00
Lead	\$ 25.00
Molybdenum	\$ 25.00
Metals (ICPMS)	

Test	Price
Arsenic	\$ 30.00
Barium	\$ 30.00
Cadmium	\$ 30.00
Chromium, Total	\$ 30.00
Copper	\$ 30.00
Iron	\$ 30.00
Lead	\$ 30.00
Manganese	\$ 30.00
Molybdenum	\$ 30.00
Nickel, Total	\$ 30.00
Nickel, Dissolved	\$ 35.00
Selenium	\$ 30.00
Silver	\$ 30.00
Zinc	\$ 30.00
ICPMS Add Ons:	
Test	Price
Liquid Digestion	\$ 15.00
Solid Digestion	\$ 25.00
Outside Lab Processing Fee[~]	
Test	Price
Flat Fee	\$ 100.00

[~]Processing fee to cover shipping and time and materials for samples that are sent to outside labs for the testing.

(M) Installation of outside AMR transmitter: \$50 per transmitter.

(N) Manual meter reads in lieu of transmitter: \$9.33 per month.

(O) Grease trap installation: \$100.

(P) Grease trap inspection: \$100.

(Q) FOG Discharge License: \$100.

(R) Pretreatment

(1) Pretreatment Permit: \$300

(2) Industrial Inspection: \$65/hr.

(3) Industrial Sampling: \$65/hr.

(4) Permit Renewal: \$250

§ 51.25 RATE SURCHARGE FOR CERTAIN PORTIONS OF THE WATERWORKS/SEWERAGE SYSTEM.

(A) *Definitions.* For all purposes of this section, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this section, including the words and terms as defined in the preambles hereto, have the meanings assigned to them in this section and include the plural as well as the singular.

(B) *Incorporation of preambles.* The County Board hereby finds that all of the recitals contained in

the preambles to this section are true and correct and does incorporate them into this section by this reference.

(C) *System surcharges.*

<u>Service Area</u>	<u>Surcharge Per</u>	<u>End Date</u>
1) North Libertyville Estates Levee Maintenance	\$5.00 month	N/A
2) Hawthorn Woods-Glennshire Water Capital Cost (address on payment plan)	\$77.00 month	Sept. 15, 2039
3) Hawthorn Woods-Glennshire Water Capital Cost (address on payment plan)	\$45.00 month	Sept. 15, 2039
4) Countryside Manor, North Libertyville Estates, Terre Faire Water Connection Charge (address on payment plan)	\$19.00 month	December, 2025
5) Countryside Manor, North Libertyville Estates, Terre Fair Water Connection Charge (address on payment plan with CDBG grant)	\$6.65 month	December, 2025
6) Northwest Regional Excess Flow Surcharge	\$1.50 month/ RCE	January, 2025
7) CLCJAWA Water Connection Charge for Grandwood Park and Fox Lake Hills water system customers	\$7.78 month	December, 2049

(D) Collection; recordation. Certain County staff and officers, as appropriate, are hereby directed to record this section with the Lake County Recorder's office and to undertake any necessary administrative operations to execute the collection of the one-time capital cost charge or the surcharge.

(E) Certain provisions of master rate ordinance to apply.

- (1) The provisions of the master rate ordinance (§ 51.22) relating to delinquency of payment and enforcement shall apply.
- (2) This section shall be attached to and included as a part of the master rate ordinance adopted in 2007, as amended.

(F) Governing law. This section shall be construed under and governed by the laws of this Illinois.

Cross-reference:

Bonds, see TSO Table I

§51.26 SUMMER SEWER CREDIT.

(A) During the period of May 15 to September 15, sewer service charges for residential customers who do not separately meter the outside use of water shall not exceed 120% of the average usage for the preceding eight-month period. Where sufficient information is not available, as in the case of a new customer, average usage shall be determined from billing records of existing customers.

(B) This section shall be published and take effect as provided by law.

§51.27 WHOLESALE SEWER RATES, FEES AND CHARGES.

Wholesale sewer rates for the communities of Antioch, Buffalo Grove, Grayslake, Green Oaks, Gurnee, Hainesville, Harbor Ridge, Lake Villa, Lake Zurich, Libertyville, Lincolnshire, Riverwoods, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park and Waukegan are established as follows:

(A) Sewer Rates (\$ per 1,000 gallons/\$ per Residential Customer Equivalent (RCE) per month).

(B) Wholesale sewer rates do not include the flow component from third-party passthroughs. Wholesale sewer rates are subject to change based on passthrough increases through 2025.

	FY 2023		FY 2024	
	\$ per 1,000 gallons	\$ per Residential Customer Equivalent (RCE) per month	\$ per 1,000 gallons	\$ per Residential Customer Equivalent (RCE) per month
1. Antioch	\$5.65	\$45.23	\$5.88	\$47.04
2. Buffalo Grove	\$4.68	\$35.06	\$4.86	\$36.47
3. Grayslake	\$3.94	\$29.54	\$4.10	\$30.72
4. Green Oaks	\$1.26	\$10.12	\$1.31	\$10.51
5. Gurnee	\$3.94	\$29.54	\$4.10	\$30.72
6. Hainesville (Northwest)	\$3.91	\$29.32	\$1.75	\$13.13
7. Hainesville (Northeast Central)	\$3.94	\$29.54	\$4.10	\$30.72
8. Harbor Ridge	\$6.06	\$45.45	\$3.98	\$29.85
9. Lake Villa	\$3.91	\$29.32	\$1.75	\$13.13
10. Lake Zurich	\$4.68	\$35.06	\$4.86	\$36.47
11. Libertyville	\$1.26	\$10.12	\$1.31	\$10.51
12. Lincolnshire	\$4.68	\$35.06	\$4.86	\$36.47
13. Riverwoods	\$6.38	\$51.04	\$6.64	\$53.08
14. Round Lake	\$3.91	\$29.32	\$1.75	\$13.13
15. Round Lake Beach	\$3.91	\$29.32	\$1.75	\$13.13

16. Round Lake Park	\$3.91	\$29.32	\$1.75	\$13.13
17. Round Lake Heights	\$3.91	\$29.32	\$1.75	\$13.13
18. Waukegan	\$3.94	\$29.54	\$4.10	\$30.72

(C) Excess Flow Surcharge

1. Fox Lake	\$1.50 per RCE per month
2. Hainesville (Northwest)	\$1.50 per RCE per month
3. Harbor Ridge	\$1.50 per RCE per month
4. Lake Villa	\$1.50 per RCE per month
5. Round Lake	\$1.50 per RCE per month
6. Round Lake Beach	\$1.50 per RCE per month
7. Round Lake Heights	\$1.50 per RCE per month
8. Round Lake Park	\$1.50 per RCE per month

(D) The aforementioned water and sewer rates shall become effective for all consumption beginning December 1, 2023, for FY2024 and applied at the end of the appropriate billing cycles, unless otherwise determined by the Director of Public Works (Superintendent). The wholesale sewer rates established in §§ 51.27 shall be effective December 1, 2023, and automatically increase by 4.0% for FY24 through FY28 unless the County has performed a Rate Analysis Study to establish then current rates.

§ 51.28 LAKE COUNTY AMR METER OPT-OUT POLICY.

(A) In order to modernize meter reading and billing services available to customers, Lake County is installing automated water meters (AMR) with technology that transmits data back to the County offices. This technology uses a meter transmitter that sends usage data from the customer's meter. The meter transmitter is connected by a wire and sends readings wirelessly utilizing radio frequency.

(B) Despite the many advantages of the system, the County recognizes that some customers may want to opt-out of the AMR technology. Public Works has explored two options that could be made available to customers. (However, under both options the existing meter must be replaced.)

- (1) Option 1: meter transmitter installed on the outside of the house. The standard location for the transmitter is in the basement ceiling or crawlspace joist above the meter inside the house. As an alternative, the transmitter can be wired to and installed on the outside of the house. The one-time outside installation fee that will be billed to those customers who choose the outside meter transmitter installation option is established in the Public Work's applicable ordinance, which shall be amended from time to time.
- (2) Option 2: no meter transmitter - manual meter read. Under this option, there would be no meter transmitter installed to send the meter data. The customer would be responsible to send their water meter reading into the Public Works office via phone or e-mail every two months, six times a year. The County would travel to and enter the customer's house and take a manual

read of meter usage twice a year. In order to cover the costs of manually reading the meter, manually entering the meter data and travel costs, an annual charge established in the Public Work's applicable rate ordinance, which shall be amended from time to time, would be assessed on water bills as a monthly charge. As a consequence of this option, the customer would not benefit from leak detection notification and usage data from the customer online portal.



Resolution No. R-2023-27 : Resolution Authorizing Assignment and Assumption Agreement of Special Use for a Nursing Home at 150 N Weiland Rd

Recommendation of Action

Staff recommends approval.

SUMMARY: In 1992, the Village approved Ordinance No. 92-39 for the Symphony of Buffalo Grove Nursing Home at 150 N. Weiland Road. The property was sold to and therefore an Assignment and Assumption Agreement is required.

ATTACHMENTS:

- BOT Memo (DOCX)
- Resolution for Assignment of Special Use - KP (DOCX)
- Exhibit A. Assignment Assumption Agreement (PDF)
- Exhibit B. 1992-039 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, November 6, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 6, 2023

TO: Village Manager, Dane Bragg

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: 150 N. Weiland Road – Special Use Assignment, Warren Barr

ACTION REQUESTED

Staff recommends that the Village Board approve the attached resolution authorizing the Village Manager to sign an Assignment and Assumption Agreement of the special use granted by Ordinance No. 92-39 and amended by Ordinance No. 93-31 for Buffalo Grove Property Holdings, LLC, the new owner of the property located at 150 N. Weiland Road.

PROJECT BACKGROUND

On May 4, 1992, the Village Board approved Ordinance No. 92-39 granting a rezoning to the R-9 Multiple Family Dwelling District and approving a preliminary plan and special use to allow the construction of Buffalo Grove Nursing Home (Windsor Manor) on the property located at 150 N. Weiland Road. The Ordinance was amended in 1993 to extend the period of time for the nursing home special use to be established on the site. There were a number of conditions of approval for the project.

MS Buffalo Grove, LP sold the nursing home property to Buffalo Grove Property Holdings, LLC on June 2, 2023. Since special uses do not run with the land, an Assignment and Assumption Agreement for the special use has been drafted for the Board's consideration. The agreement will ensure that Buffalo Grove Property Holdings, LLC remains responsible for all conditions of approval set forth in Ordinance No. 92-39. Under new ownership, the nursing home/rehabilitation facility will be called Warren Barr.

RESOLUTION NO. 2023 – _**A RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT
OF THE SPECIAL USE GRANTED BY ORDINANCE NO. 92-39 AND AMENDED BY ORDINANCE NO. 93-31**

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

WHEREAS, on May 4, 1992, the Village Board approved Ordinance No. 92-39 granting a rezoning to the R-9 Multiple Family Dwelling District and approving a preliminary plan and Special Use to allow the construction of Buffalo Grove Nursing Home (Windsor Manor) on the Property commonly referred to as 150 N. Weiland Road ("Property") and;

WHEREAS, on May 3, 1993, the Village Board approved Ordinance No. 93-31 amending Ordinance No. 92-39 and extending the period of time for the nursing home Special Use to be established on the site and;

WHEREAS, Buffalo Grove Property Holdings, LLC, closed and acquired the Property from MS Buffalo Grove, LP on June 2, 2023 and;

WHEREAS, Buffalo Grove Property Holdings, LLC will assume all obligations outlined in Ordinance No. 92-39 as amended and as outlined in the Assignment and Assumption Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President and Village Clerk are hereby authorized and directed to execute an Assignment and Assumption Agreement of Ordinance No. 92-39 as amended, to allow the transfer of the Special Use and all obligations thereto, to Buffalo Grove Property Holdings, LLC, to operate the nursing home on the Property, and to be known as Warren Barr, subject to the final review and approval of the Village Attorney, a copy of said Agreement being attached hereto and being made a part hereof.

APPROVED this 6th day of November 2023, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

Exhibit A
ASSIGNMENT AND ASSUMPTION AGREEMENT

Attachment: Resolution for Assignment of Special Use - KP (R-2023-27 : Resolution Authorizing Assignment and Assumption Agreement at 150 N

Prepared By:

Patrick T. Brankin
 Schain, Banks, Kenny & Schwartz,
 Ltd. 70 W. Madison St., Ste. 5400
 Chicago, IL 60602

ASSUMPTION AGREEMENT

This Agreement (this "**Agreement**") is executed by Buffalo Grove Property Holdings, LLC, an Illinois Limited Liability Company and by the Village of Buffalo Grove, an Illinois municipal corporation ("Village") (hereinafter collectively referred to as the "Parties").

the Parties state as follows:

A. This Agreement pertains to the real estate described on Exhibit A attached hereto and commonly known as 150 N. Weiland Road, Buffalo Grove, Illinois (the "**Property**").

B. On May 4, 1992, the Village Board approved Ordinance No. 92-39 ("**Ordinance 92-39**") granting a rezoning to the R-9 Multiple Family Dwelling District and approving a preliminary plan and Special Use to allow the construction of Buffalo Grove Nursing Home (Windsor Manor) on the Property.

C. On May 3, 1993, the Village Board approved Ordinance No. 93-31 amending Ordinance No. 92-39 and extending the period of time for the nursing home Special Use to be established on the site.

D. Buffalo Grove Property Holdings, LLC, closed and acquired the Property from MS Buffalo Grove, LP on June 2, 2023. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto and Ordinances of the Village including, without limitation, Ordinance 92-39 and the obligations and conditions contained therein. Since Buffalo Grove Property Holdings, LLC was not the original owner or developer of the Property, it cannot confirm compliance with each and every condition set forth in Ordinance 92-39. However, Buffalo Grove Property Holdings, LLC does represent that is not aware of any material discrepancies with the conditions set forth in Ordinance 92-39. Buffalo Grove Property Holdings, LLC, hereby affirms that it accepts and shall comply with Ordinance No. 92-39 and all of the conditions contained therein with the exception of possible nonmaterial discrepancies currently in existence at the Property. This paragraph shall survive expiration of this Agreement.

E. Notwithstanding anything contained herein, Buffalo Grove Property Holdings, LLC, shall not convey, assign, grant, sell, transfer, lease or license all or any portion of the Property to any person, individual, entity, limited liability company, corporation, partnership, limited partnership, trust, land trust or any other entity or substantially similar entity without the prior, written approval and consent of the Village, and such consent and approval may be withheld in the Village's sole, exclusive judgment and discretion. The terms, covenants and conditions of this sub-paragraph F. shall survive, run with the land, be binding on all successors and assigns of the Parties hereto and be enforceable by the Village for the term of the Agreement.

F. The Village approves the assignment to Buffalo Grove Property Holdings, LLC, of all of the respective interests held pursuant to Ordinance No. 92-39, effective as of the passing of the Ordinance approving this Agreement, and Buffalo Grove Property Holdings accepts this Agreement and assignment and assumes and agrees to be bound by the respective interests as successor Owner, all on the terms and conditions provided herein.

H. The Village shall have any and all remedies at law or in equity to enforce the warranties, representations, indemnifications, terms, covenants, obligations and conditions of this Agreement and/or Ordinance No. 92-39.

I. **GOVERNING LAW:** This Agreement shall be construed, interpreted, and enforced pursuant to the applicable laws in the State of Illinois.

J. **MISCELLANEOUS PROVISIONS:**

(a) The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

(c) Buffalo Grove Property Holdings, LLC, and the Village hereby each represent and warrant that the person signing this Agreement is duly authorized to execute and deliver this Agreement on behalf of such party, and that this Agreement is binding upon the party.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

VILLAGE OF BUFFALO GROVE, a
municipal corporation

By: _____

Name: **Dane Bragg**

Title: Village Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Dane Bragg**, Village Manager of **VILLAGE OF BUFFALO GROVE**, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

Buffalo Grove Property Holdings, LLC

By: _____

Name: Chaim Rajchenbach

Title: Manager

STATE OF IL)
) SS
 COUNTY OF Cook)

I, DANIEL S. GARDEN, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **Chaim Rajchenbach**, manager of Buffalo Grove Property Holdings, LLC an Illinois Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 18th day of Oct, 2023

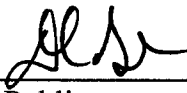

 Notary Public



EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF BUFFALO GROVE, COUNTY OF LAKE, STATE OF ILLINOIS.

LOT A IN THE CLAREMONT SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 1 OF HENDERSON'S SUBDIVISION UNIT #1, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF OF THE CLAREMONT SUBDIVISION RECORDED JANUARY 21, 1994 AS DOCUMENT NO. 3477691 AND AS CORRECTED BY SURVEYOR'S LETTER OF CORRECTION RECORDED JANUARY 24, 1995, AS DOCUMENT NO. 3637813, IN LAKE COUNTY, ILLINOIS.

LESS AND EXCEPT THE PROPERTY CONVEYED FROM MS BUFFALO GROVE, LP TO LAKE COUNTY DIVISION OF TRANSPORTATION, BY SPECIAL WARRANTY DEED RECORDED ON FEBRUARY 25, 2016 IN DOCUMENT NO. 7271252, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOT A IN THE CLAREMONT SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 1 OF HENDERSON'S SUBDIVISION UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THE CLAREMONT SUBDIVISION RECORDED JANUARY 21, 1994 AS DOCUMENT NUMBER 3477691 AND CORRECTED BY SURVEYOR'S LETTER OF CORRECTION RECORDED JANUARY 24, 1995 AS DOCUMENT NUMBER 3637813, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST COMER OF SAID LOT A; THENCE ON AN ILLINOIS COORDINATE SYSTEM NAO 83(2007) EAST ZONE BEARING OF NORTH 85 DEGREES 24 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 9.65 FEET; THENCE NORTH 21 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 107.52 FEET TO THE EASTERLY LINE OF SAID LOT A; THENCE SOUTH 16 DEGREES 57 MINUTES 49 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT A, A DISTANCE OF 105.04 FEET TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 15-33-404-151

5/4/92*

ORDINANCE NO. 92- 39

AN ORDINANCE APPROVING A REZONING FROM THE R-1 ONE FAMILY DWELLING DISTRICT TO THE R-9 MULTIPLE FAMILY DWELLING DISTRICT AND APPROVING A PRELIMINARY PLAN AND SPECIAL USE IN THE R-9 DISTRICT

Buffalo Grove Nursing Home (Windsor Manor)
Steepleview site, Weiland Road/Armstrong Drive

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

WHEREAS, the real Property legally described in EXHIBIT A attached hereto was classified in the R-1 One Family Dwelling District by Ordinance 90-51 on July 16, 1990; and,

WHEREAS, Harold Lederman, Eileen Lederman, Bruce J. Lederman, Sharon Trotter and David H. Trotter have petitioned to the Village for rezoning to the R-9 Multiple Family District, approval of a Preliminary Plan and approval of a Special Use for a nursing home facility; and,

WHEREAS, the petitioners propose to develop the nursing home facility pursuant to the following exhibits:

- | | |
|-----------|---|
| EXHIBIT B | Preliminary Plan dated April 16, 1992 by Shayman and Salk. |
| EXHIBIT C | Preliminary Engineering Plan dated April 26, 1992 by Donald Manhard Associates. |
| EXHIBIT D | Conceptual Landscape Plan dated March 29, 1992 by Thompson Dyke and Associates. |
| EXHIBIT E | Building Elevations (east and south) dated February 19, 1992 by Shayman and Salk. |
| EXHIBIT F | Building Elevations (north and west) dated February 19, 1992 by Shayman and Salk. |

WHEREAS, notice of the public hearing concerning the petition for rezoning and approval of the Special Use and Preliminary Plan was given and the public hearing was held by the Buffalo Grove Plan Commission; and,

WHEREAS, the Plan Commission determined that the criteria for a Special Use amendment as set forth in Section 17.28.040 of the Village's Zoning Ordinance has been met and the Preliminary Plan is appropriate for the Property and compatible with adjacent properties; and,

WHEREAS, the President and Board of Trustees after due and careful consideration have concluded that the development of the Property on the terms and conditions herein set forth would enable the Village to control development of the area and would serve the best interests of the Village.

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

Section 1. This ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance, Development Ordinance and the Village's Home Rule powers for the Property legally described in EXHIBIT A attached hereto. The preceding whereas clauses are hereby made a part of this ordinance.

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance rezoning the Property to the R-9 District, approving a Special Use for a nursing home and approving the Preliminary Plan attached hereto as EXHIBITS B and C. Said nursing home facility is proposed to be a three-story building with a height of approximately 38 feet and a gross floor area of approximately 83,720 square feet including a basement. Development of the Property shall be in accordance with attached EXHIBITS B through F, and further subject to the following conditions:

- A. An access connection shall be provided to Steeple Drive on the south side of the Property as depicted on EXHIBITS B and C. Petitioner shall enter into a cross-easement agreement and shared maintenance agreement with the Steepleview Homeowners Association concerning said access connection.

Said agreement shall require the Steepleview Homeowners Association to maintain Armstrong Drive free and clear of any obstructions which would impede or obstruct access to the "fire lane" depicted on EXHIBIT B. Such agreement is subject to approval by the Village of Buffalo Grove.

The "fire lane" depicted on EXHIBIT B is for emergency vehicle use and shall not be used as a public thoroughfare.

The emergency "fire lane" around the nursing home facility shall be properly maintained at all times, including snow removal, to ensure efficient access for emergency vehicles.

Petitioner shall provide on the plat of subdivision an easement over the "fire lane" depicted on EXHIBIT B to the Village of Buffalo Grove and its officers, employees and agents.

- B. Petitioner shall construct left-turn lanes on Weiland Road adjacent to the Property to permit eastbound turns to Armstrong Drive and westbound turns into the Property. Said improvement shall be in accordance with applicable standards of the Village of Buffalo Grove and the Lake County Division of Transportation.

Petitioner shall dedicate right-of-way on the west side of Weiland Road adjacent to the Property to permit future construction of a right-turn deceleration lane into the Property. The amount and location of said right-of-way shall be subject to review and approval by the Village.

- C. Traffic control signs shall be installed on the Property at the direction of the Village.
- D. The parking areas labeled as "future spaces" on EXHIBIT B shall be constructed if the Village determines that said parking is needed to serve the Property. Said future parking areas shall be landscaped as required by the Village until said parking is required to be installed.
- E. Building appearance and materials, signage, lighting and landscaping are subject to review and approval by the Village's Appearance Commission and Village Board. Lighting on the Property shall be designed to minimize light spillover onto adjoining properties.

- F. Deliveries of supplies and related materials to the Property shall be scheduled and controlled to minimize impacts such as noise and vehicle exhaust fumes on adjoining properties.
- G. No mechanical equipment except for exhaust fans, ventilation stacks and antennas shall be located on the roof of the nursing home building. Said exhaust fans and ventilation stacks shall be screened or be located on areas of the roof not visible from properties adjacent to the site.
- H. The Special Use authorization shall be revoked and the Property shall automatically revert to the R-1 zoning classification:
 - (i) If a certificate of need has not been issued by the State of Illinois by May 3, 1993;
 - (ii) If the Special Use has not been established on the Property by May 3, 1993.

An extension to the foregoing time limits may be granted by the Corporate Authorities upon petition.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval. This Ordinance shall not be codified.

AYES: 4 - Kahn, Braiman, Hendricks, President Mathias

NAYES: 0 - None ABSENT: 2 - Marienthal, Reid

ABSTAIN: 1 - Rubin

PASSED: May 4, 1992 APPROVED: May 4, 1992

ATTEST

APPROVED:

Janet M. Siabian
Village Clerk

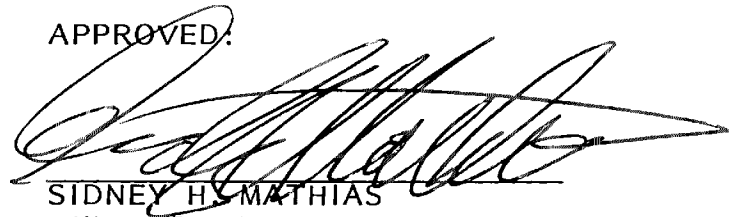

SIDNEY H. MATHIAS
Village President

EXHIBIT A

BUFFALO GROVE NURSING HOME
Steepleview site, Weiland Road/Armstrong Drive

SUBJECT PROPERTY LEGAL DESCRIPTION: That part of Lot 1 of Henderson's Subdivision Unit #1 being a subdivision of part of the South Half of Section 33, Township 43 North, Range 11 East of the Third Principal Meridian according to the Plat thereof, recorded May 10, 1979 as Document #1993693 in Lake County, Illinois described as follows: Beginning at the Northwest corner of said Lot 1; thence North 87°38'27" East along the Northerly line of said Lot 1 for a distance of 692.14 feet to the Northeast corner of said Lot 1; thence South 16°23'11" West along the Easterly line of said Lot 1 for a distance of 177.03 feet to a point of deflection; thence South 14°37'15" West along said Easterly line of said Lot 1 for a distance of 133.31 feet; thence North 87°45'32" West, 131.06 feet; thence North 24°27'36" East, 36.94 feet; thence South 72°14'28" West, 100.00 feet; thence North 87°45'32" West, 86.38 feet; thence North 17°45'32" West, 31.20 feet; thence South 72°14'28" West, 72.00 feet; thence South 17°45'32" East, 5.00 feet; thence North 87°45'32" West, 72.00 feet; thence South 01°46'40" West, 43.00 feet; thence North 88°13'20" West, 170.00 feet to a point on the West line of said Lot 1 located 320.00 feet North of the Southeasterly corner of said Lot 1; thence North 1°46'40" East along the said West line of Lot 1 for a distance of 290.75 feet to the place of beginning. All containing 4.1877 acres, more or less in the Village of Buffalo Grove, Lake County, Illinois.

SUBJECT PROPERTY COMMON DESCRIPTION: The approximately 4.2 acres on the west side of Weiland Road at Armstrong Drive north of the Steepleview Condominiums.

RECEIVED
APR 29 1992
PLANNING SERVICES

Recommendation for Approval
by Planning Commission

Date: April 15, 1992

Approved by Village Board

Date: May 4, 1992 644.8

Ordinance #: _____

Recommendation for Approval
by Planning Commission

Date: April 15, 1992

Approved by Village Board

Date: May 4, 1992 644.8

Ordinance #: _____

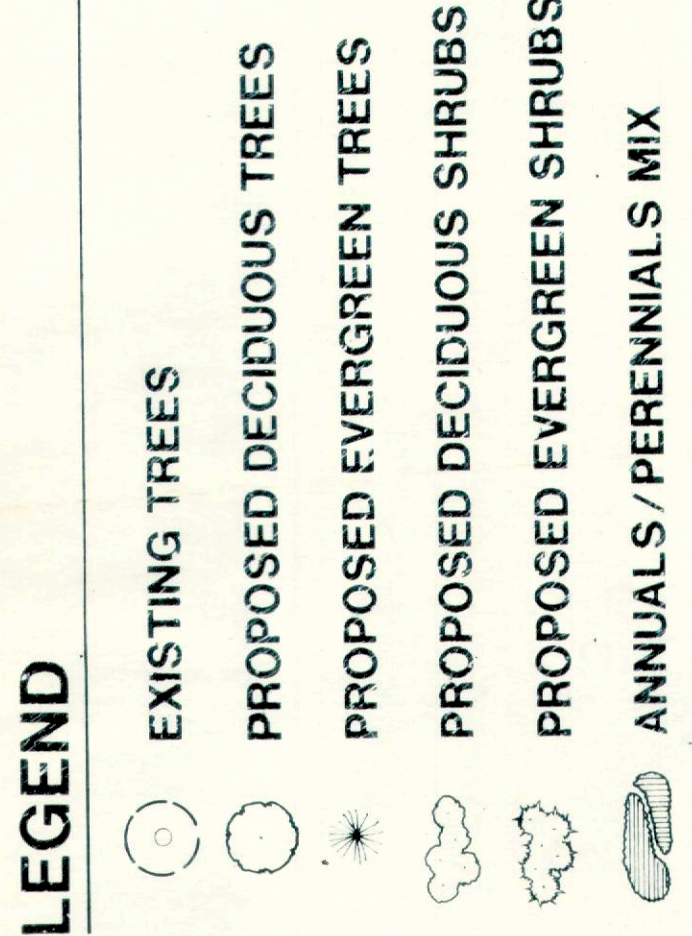
SCALE: 1"=20'

SCALE: 1"=20'



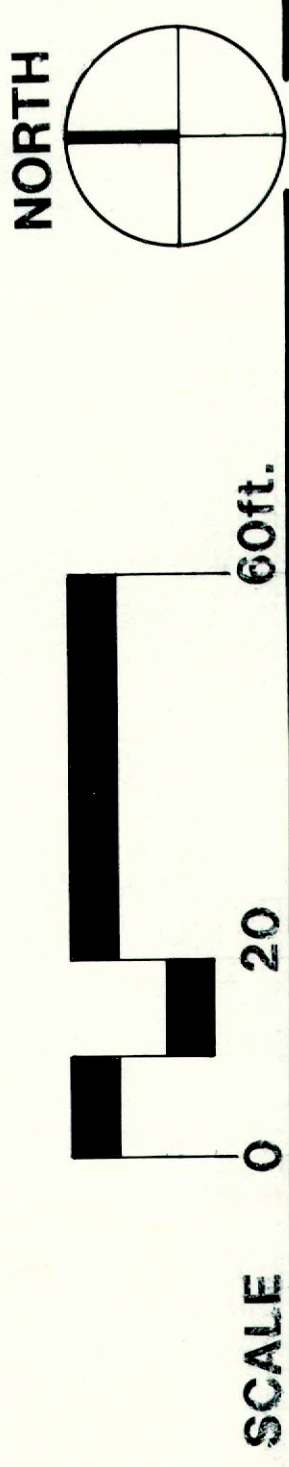
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APR 29 1992
PLANNING SERVICES

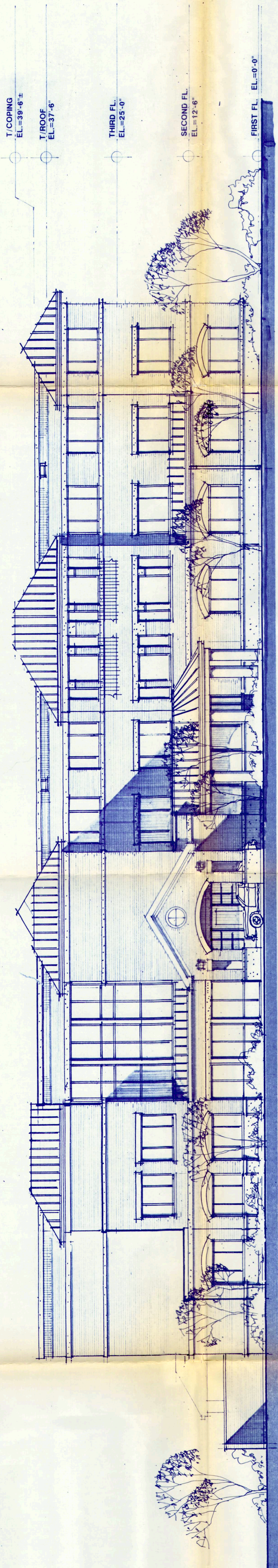
RECEIVED
APR 29 1992
PLANNING SERVICES



THOMPSON DYKE & ASSOCIATES, LTD. SUITE 510 899 SKOKIE BOULEVARD NORTHBROOK, ILLINOIS 60062-4025 FAX (708) 272-8871 (708) 272-8880	and URBAN PLANNERS	LANDSCAPE ARCHITECTS	JOB NO.:	543.00
			DATE:	3.3.92 Rev. 3.29.92

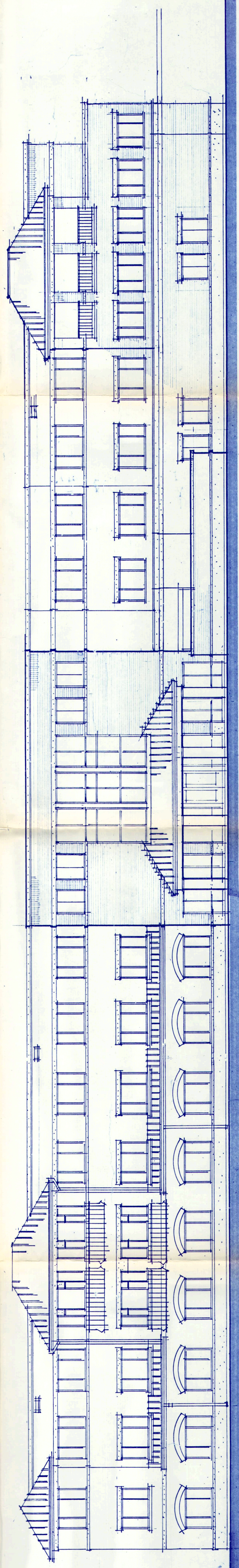
Attachment: Exhibit B. 1992-039 (R-2023-27 : Resolution Authorizing Assignment and Assumption Agreement at 150 N Weiland Rd)





EAST ELEVATION

SCALE: 1/8"=1'-0"

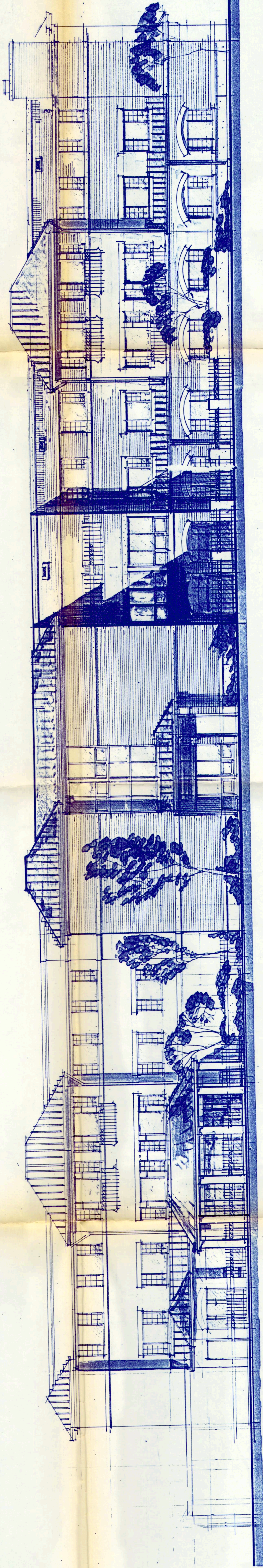


SOUTH ELEVATION

SCALE: 1/8"=1'-0"

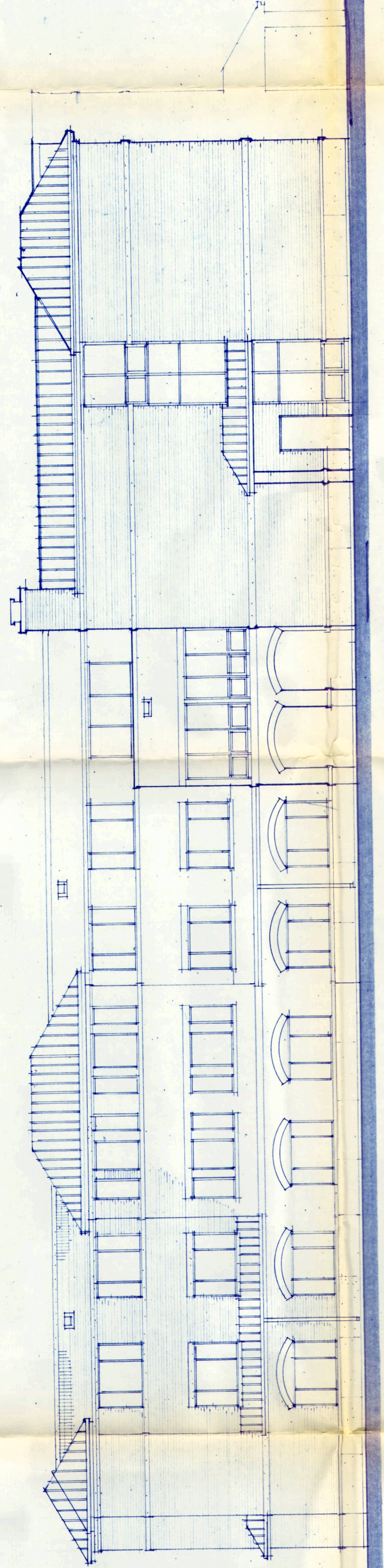
Recommended for Approval
by Plan Commission
Date: April 15, 1992
Approved by Village Board
Date: April 15, 1992
Ordinance #: 92-39 EXH. E

RECEIVED
APR 29 1992
PLANNING SERVICES



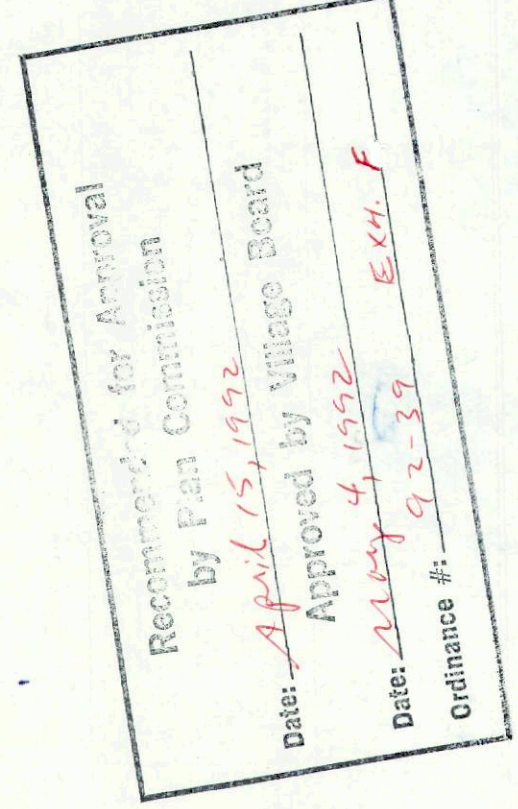
NORTH ELEVATION

SCALE: 1/8"=1'-0"



WEST ELEVATION

SCALE: 1/8"=1'-0"



RECEIVED
APR 29 1992
PLANNING SERVICES



Ordinance No. O-2023-126 : Ordinance Approving Preliminary Plan, Amendment to PUD with Variations for a Restaurant at 51 McHenry Rd.

Recommendation of Action

The PZC recommended approval, subject to conditions. Staff concurs with this recommendation.

Golden Property Development is proposing to redevelop the former IHOP property (0.86 acres) into a Lazy Dog Restaurant at 51 McHenry Road. The property is part of the Grove Shopping Center as approved by Ordinance No. 82-6 and amended by Ordinance No. 92-37. The subject property was originally developed into a Wags/Shoney's restaurant, which later became an IHOP restaurant. The IHOP restaurant building was demolished in 2020 has been vacant since. The proposed project requires an amendment to the PUD and Preliminary Plan approved by Ordinance No. 82-6 as amended, with Variations from the Zoning and Sign Codes.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft PZC Minutes (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, November 6, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 6, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

SUBJECT: 51 S. McHenry Road – Lazy Dog Restaurant. The petitioner is seeking approval of an amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 82-6 and amended by Ordinance No. 92-37, with Variations from the Zoning and Sign Codes to allow the construction of a new Lazy Dog Restaurant.

PROJECT BACKGROUND

Golden Property Development is proposing to redevelop the former IHOP property (0.86 acres) into a Lazy Dog Restaurant at 51 McHenry Road.

The property is part of the Grove Shopping Center, which was annexed into the Village in 1978. The Village later approved Ordinance No. 82-6 creating a PUD in the B-3 District for the Shopping Center that was later amended by Ordinance No. 92-37 to allow for an expansion of the Jewel-Osco store and additional parking spaces on the site.

The subject property was originally developed into a Wags/Shoney's restaurant, which later became an IHOP. The IHOP restaurant building was demolished in 2020 and has been vacant since. The proposed project requires an amendment to the PUD and Preliminary Plan approved by Ordinance No. 82-6 as amended, with Variations from the Zoning and Sign Codes as follows:



Zoning Ordinance:

1. Section 17.44.040 to allow a building setback and landscape buffer of less than the height of the principal building;
2. Section 17.36.040 to allow fewer parking spaces than are required for a restaurant use;

Sign Ordinance:

3. To exceed the number of wall signs permitted;
4. To allow a wall sign on the east building elevation, which does not face a right-of-way;
5. To allow the wall signs on the south and east elevations to exceed the maximum height permitted.

LAKE COOK CORRIDOR MARKET STUDY AND PLAN

The property is located in the “eastern bookend” of the larger 475-acre Lake Cook Corridor. The [Lake Cook Corridor Market Study and Plan \(LCCP\)](#), represents a community-driven vision and plan for the Corridor. In 2018, Buffalo Grove adopted the LCCP as component to the Village’s Comprehensive Plan.



The proposed Lazy Dog restaurant development is in a key part of the Lake Cook Corridor as it represents one of the most visible corners in the Corridor and in the Village with annual daily traffic counts of 11,900 (McHenry) and 29,900 (Lake Cook). LCCP’s vision was to develop retail on this corner property to help create a streetwall to build a stronger presence and identity. Moreover, the vision was to transform the entire Grove and Highland shopping area into a more modern retail center. The Lazy Dog project upholds the LCCP’s general vision and implements the following key concepts from the plan:

- Builds off of the momentum from the Clove’s redevelopment;
- Helps transform The Grove and Highland Shopping Centers into a more modern retail center;
- Provides a welcoming gateway to the Village by building a vibrant “streetwall” along Lake Cook Road to help shield parking and create a sense of place;
- Provides energy and vibrancy to the corridor and this highly visible corner.

PLANNING & ZONING ANALYSIS

Lazy dog is a full service, national restaurant brand operating 46 restaurants across the US including locations in Naperville, Oakbrook, and Vernon Hills. Their restaurants showcase open kitchens with large, dog-friendly patios.

The proposed plan shows a one-story restaurant (25 feet tall at the entry tower) that would be approximately 7,500 square feet and include a 1,400 square foot covered outdoor patio with a central fire pit. The proposed hours of operation will be 11:00 AM – 1:00 AM Monday through Friday and from 9:00 AM – 1:00 AM on Saturday and Sunday. Peak hours are expected to be from 11:30 AM – 2:00 PM (lunch service) and 5:30 PM – 8:30 PM (dinner service). There will be 24-30 employees on site during any given shift.

Setbacks and bulk requirements:

The proposed building would be setback approximately 10 feet from Lake Cook Road and approximately 8.5 feet from McHenry Road. It is closest to the property line at the corner of Lake Cook and McHenry Road with a 7.8-foot setback. The developer is requesting a variation from the required 25-foot building setback and landscaped buffer. This variation is valid given the widening of Lake Cook Road. Furthermore, the tighter setback will create the desired street wall effect that has started to be established along Lake Cook Road with the NCH development.

Signage:

The petitioner is proposing four wall signs for the development, one on each elevation. While the signs are compliant in terms of area, variations are required to allow: 4 wall signs where 3 are permitted; the sign on the east elevation that does not face the right-of-way; and the signs on the east and south elevations to be slightly taller than permitted. Such variations are understandable as

the building will have a 360-degree visibility and the proposed total area of signage is less than the Code allows.

Traffic & Vehicular Accessibility:

There are two existing access drives that will provide access to the site through the Jewel Osco property. A full access drive on McHenry Road and a right-in/right-out access on Lake Cook Road. There are no changes proposed to the existing access drives as part of the project. Traffic will be limited to one-way circulation on most of the site and in all of the east/west oriented aisles with angled parking.

Parking:

The proposed plan shows 47 parking stalls on the site and thereby needing a variation from the Code's requirement of 76 parking spaces. However, there is ample parking (over 500 spaces) provided throughout The Grove and Highland shopping centers. Given the complementary parking demands of the various uses, the limited space on the site, and the infill redevelopment nature of the project, staff is supportive of the variation. The proposed plan meets ADA Parking Standards.

Building Elevations:

Building articulation, the change in materials, and various canopies will break up and add interest to the building façade, as will the covered patio and tower elements.



STORMWATER & ENGINEERING

Village Engineering staff have reviewed the preliminary submittal and have indicated that the minimal concerns related to stormwater and utilities can be addressed during the final engineering process.

PUBLIC HEARING COMMENTS

There were no comments from the public.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 82-6, as amended with Variations from the Zoning and Sign Codes to allow the construction of a new Lazy Dog Restaurant with a covered patio on the property at 51 S. McHenry Road, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
4. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of an amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 82-6, as amended with Variations from the Zoning and Sign Codes to allow the construction of a new Lazy Dog Restaurant with a covered patio on the subject property.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT
AND PRELIMINARY PLAN APPROVED BY ORDINANCE NO. 82-6 AS AMENDED,
WITH ZONING AND SIGN CODE VARIATIONS
FOR 51 S. MCHENRY ROAD**

**VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Lazy Dog Restaurant
51 S. McHenry Road**

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

WHEREAS, 51 S. McHenry Road, Buffalo Grove, IL ("Property") is a .86-acre site in the B-3 Business District which is currently vacant, improved only with a surface parking lot and is hereinafter legally described in Exhibit A; and

WHEREAS, Lazy Dog Restaurants LLC, C/O GPD LLC, ("Petitioner") has filed a petition, to allow the construction of a 7,500 square foot restaurant with a 1,400 square foot covered patio on the Property, and is requesting the following approvals:

1. An Amendment to the Planned Unit of Development and Preliminary Plan approved by Ordinance No. 86-6 as amended; and,
2. The following Variations from the Zoning Code:
 - a. Section 17.44.040 to allow a building setback and landscape buffer of less than the height of the principal building;
 - b. Section 17.36.040 to allow fewer parking spaces than are required for a restaurant use;
3. The following Variations from Section 14.16.070 of the Sign Code:
 - c. To exceed the number of wall signs permitted;
 - d. To allow a wall sign on the east building elevation, which does not face a right-of-way;
 - e. To allow the wall signs on the south and east elevations to exceed the maximum height permitted.

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on October 18, 2023 concerning the petition for approval of the Amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 86-6 as amended with Zoning and Sign Code Variations; and

WHEREAS, the Planning & Zoning Commission made findings and determined that the testimony and exhibits presented by the Petitioner at the public hearing demonstrated support for the requested development as set forth in the minutes attached hereto as Exhibit C;

WHEREAS, the Planning & Zoning Commission voted 8 to 0 to unanimously recommend approval

of the Amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 86-6 as amended with Zoning and Sign Code Variations; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 86-6 as amended with Zoning and Sign Code Variations are reasonable and will serve the best interests of the Village.

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

- | | |
|-----------|--|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from the October 18, 2023 Planning & Zoning Commission Meeting |

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

Section 1. This Ordinance is made pursuant to and in accordance with the Village's Zoning and Sign Code Ordinances and the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Ordinance.

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 86-6 as amended with Zoning and Sign Code Variations for the Property at 51 S. McHenry Road, Buffalo Grove, IL, subject to the following conditions:

- A. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.
- B. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
- C. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
- D. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity.

Section 3. This Ordinance shall be in full force and effect upon passage.

This Ordinance shall not be codified.

AYES: _____

3

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Eric Smith, Village President

EXHIBIT A**Legal Description**

**Lazy Dog Restaurant
51 S. McHenry Road**

PARCEL I:

LOT 2 IN BUFFALO GROVE CENTER RESUBDIVISION OF LOT 1 IN BUFFALO GROVE CENTER, BEING A RESUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 29, 1983 AS DOCUMENT 2258952 IN LAKE COUNTY, ILLINOIS.

EXCEPTING FROM SAID LOT 2 THAT PORTION TAKEN IN CONDEMNATION CASE NO. 17ED15, AN ORDER VESTING TITLE WAS RECORDED JULY 11, 2018 AS DOCUMENT NO. 7497355, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83(2007) EAST ZONE BEARING OF NORTH 80 DEGREES 43 MINUTES 18 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 7.99 FEET; THENCE SOUTH 9 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 79.73 FEET; THENCE SOUTHERLY 110.18 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1374.69 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 11 DEGREES 34 MINUTES 15 SECONDS EAST, 110.16 FEET; THENCE SOUTH 36 DEGREES 43 MINUTES 08 SECONDS EAST, A DISTANCE OF 24.41 FEET; THENCE SOUTH 65 DEGREES 24 MINUTES 39 SECONDS EAST, A DISTANCE OF 27.87 FEET; THENCE EASTERLY 125.81 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2367.83 FEET, THE CHORD OF SAID CURVE BEARS NORTH 76 DEGREES 50 MINUTES 07 SECONDS EAST, 125.79 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 0 DEGREES 02 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 26.70 FEET TO THE SOUTHEAST CORNER OF LOT 2; THENCE WESTERLY 132.03 FEET (130.69 FEET, RECORDED) ALONG THE SOUTHERLY LINE OF SAID LOT 2 ON A CURVE TO THE LEFT HAVING A RADIUS OF 2341.83 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 76 DEGREES 36 MINUTES 15 SECONDS WEST, 132.01 FEET TO THE SOUTHWESTERLY LINE OF LOT 2; THENCE NORTH 60 DEGREES 43 MINUTES 52 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 35.61 FEET (35.60 FEET, RECORDED) (35.52 FEET, RECORDED) TO THE WESTERLY LINE OF LOT 2; THENCE NORTHERLY 153.21 FEET (153.48 FEET, RECORDED) (152.10 FEET RECORDED) ALONG THE WESTERLY LINE OF SAID LOT 2 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.69 FEET, THE CHORD OF SAID CURVE BEARS NORTH 12 DEGREES 27 MINUTES 10 SECONDS WEST, 153.14 FEET (152.02 FEET, RECORDED) TO A POINT OF TANGENCY ON SAID WESTERLY LINE; THENCE NORTH 9 DEGREES 16 MINUTES 42 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2; A DISTANCE OF 79.20 FEET (78.08 FEET, RECORDED) TO THE POINT OF BEGINNING.

PARCEL 2 (A): NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR, AMONG OTHER THINGS, INGRESS AND EGRESS AND PARKING AS DESCRIBED IN THE AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 17, 1984 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 18, 1981 AND KNOWN AS TRUST NO. 104353, AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 5, 1982 AND KNOWN AS TRUST NO. 104930, AND RECORDED FEBRUARY 29, 1984 AS DOCUMENT NO. 2269602 AND RE-RECORDED MARCH 7, 1984 AS

DOCUMENT NO. 2270814.

PARCEL 2(B): NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, CONTAINED IN THE RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 17, 1984 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST DATED SEPTEMBER 18, 1981 AND KNOWN AS TRUST NO. 104353, AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 5, 1982 AND KNOWN AS TRUST NO. 104930, RECORDED FEBRUARY 29, 1984 AS DOCUMENT NO. 2269603, FOR THE USE OF THE RETENTION BASIN LOCATED ON THE LAND THEREIN.

PARCEL 2(C): NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CONTAINED IN THE SIGN EASEMENT DATED FEBRUARY 28, 1984 MADE BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 104353 AND WALGREEN COMPANY, AN ILLNOIS CORPORATION, RECORDED FEBRUARY 29, 1984 AS DOCUMENT NO. 2269605, FOR THE PURPOSE OF SIGN INSTALLATION.

PARCEL 2(O): NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR, AMONG OTHER THINGS, VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND PARKING, AS DESCRIBED IN THE MAINTENANCE AND RECIPROCAL PARKING AGREEMENTS DATED OCTOBER 1, 1986 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 18, 1981 AND KNOWN AS TRUST NUMBER 104353, AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 18, 1985 KNOWN AS TRUST NUMBER 110308, AND RECORDED OCTOBER 16, 1987 AS DOCUMENT NO. 2622701 AND RECORDED FEBRUARY 1, 1988 AS DOCUMENT NO. 2653670.

PARCEL 2(E): NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS AND FOR DRAINAGE AND UTILITIES, AS SET FORTH IN THE PLAT OF RESUBDIVISION, RECORDED DECEMBER 29, 1983 AS DOCUMENT NO. 2258952, EXCEPT THEREFROM THOSE PORTIONS TAKEN BY CONDEMNATION IN CASE NO. 17ED12, AS SET FORTH IN THE ORDER VESTING TITLE RECORDED SEPTEMBER 19, 2018 AS DOCUMENT NO. 7513756.

PIN: 15-33-301-175

6

EXHIBIT B

Plan Set

**Lazy Dog Restaurant
51 S. McHenry Road**

EXHIBIT C

Minutes from the October 18, 2023 Planning & Zoning Commission Meeting

**Lazy Dog Restaurant
51 S. McHenry Road**

September 28, 2023

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

Re: Proposed Lazy Dog Restaurant
51 McHenry Rd.
Buffalo Grove, IL 60089

To Whom It May Concern:

Lazy Dog Restaurant proposes the development of a new restaurant building with outdoor patio and signs at the above referenced location as detailed in the enclosed plans.

The Huntington Beach-based Lazy Dog Restaurant and Bar started over 20 years ago. Lazy Dog proposes a casual dining atmosphere that is inspired by the comfort of the Rocky Mountains with a rustic decor. Artwork and playful touches inspired by man's best friend will be woven throughout, a dog-friendly patio along with ample seating and fire pit. Both the bar and exterior patio will be outfitted with multiple flat screens for guests to enjoy their meals and crafted beers.

Lazy Dog restaurant proposes to develop the new restaurant building with adjacent service yard and outdoor patio areas. Lazy Dog is proposed operate the restaurant and the patio areas from 11AM to 1AM five days per week and 9AM to 1AM on Saturday and Sunday. Lazy Dog proposes to employ 24 to 30 employees per shift. Lazy Dog proposes the sale of sandwiches, burgers, meats, fish, salads, beverages, alcoholic beverages and a kids menu. Beer and wine are also proposed to be sold for offsite consumption as a part of takeout food sales and the Lazy Dog beer club. No dancing or live entertainment is proposed. Lazy Dog Restaurant will be the only tenant in the building.

The Lazy Dog Restaurant building is proposed with attractive architecture. The building utilizes four-sided architecture, to be aesthetically pleasing from all sides. An entry tower is proposed, to help direct patrons to the restaurant front door. The building proposes the use of multiple finishes including veneer stone, real wood siding, painted brick and metal canopies. The Lazy Dog Restaurant building is designed to be warm and inviting to guests both inside and out. From the moment guests step out of the parking lot they become emersed in the landscaping surrounding the building which ties directly to the building architecture, emphasizing an inviting Jackson Hole, Wyoming experience. A covered outdoor patio with central fire pit and an adjacent outdoor lounge with fire pits and cornhole are proposed. Wall sconces are tastefully proposed around the building. The building will tie beautifully into the surrounding architectural landscape while at the same time providing great visual interest and inviting guests to approach the building and restaurant.

The Lazy Dog Restaurant building architecture includes real wood finish materials, the same as are used by all 40+ existing Lazy Dog Restaurant buildings. Lazy Dog Restaurant has developed an ongoing wood maintenance program which includes regular cleaning, re-sealing of the wood and replacement of exposed wood finishes once they are past their usable life. The wood siding on the building is not a waterproof finish, this wood is pinned off and bolted to a plaster wall, this wood is easily replaceable with a few bolts and the wood can be replaced without compromising the waterproof finish of the plaster behind the wood.

Lazy Dog Restaurant employees will be directed to park away from the Lazy Dog and other buildings in the shopping center. Lazy Dog Restaurant proposes the installation of bike racks adjacent to the building as shown on the civil site plan.

Lazy Dog Restaurant will request the adjacent property owner to allow Lazy Dog to install a pole mounted Do Not Enter sign at the first drive aisle (one way) from Lake Cook Road.

We appreciate your review and look forward to working with you on the redevelopment of this restaurant building.

Sincerely,

Jared Taylor

Golden Property Development LLC



THESE DRAWINGS PREPARED BY LAZY DOG RESTAURANTS FOR THIS PROJECT ARE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, LAZY DOG RESTAURANTS SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THESE DRAWINGS SHALL NOT BE USED BY OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING BY LAZY DOG RESTAURANTS.

09/14/2023 ☒ CITY/LANDLORD SUBMITTAL

10/06/2023 ☒ CITY/LANDLORD SUBMITTAL

[illegible]

Lazy DOG

EAT. DRINK.

51 Mc Henry Rd
Buffalo Grove, IL 60089

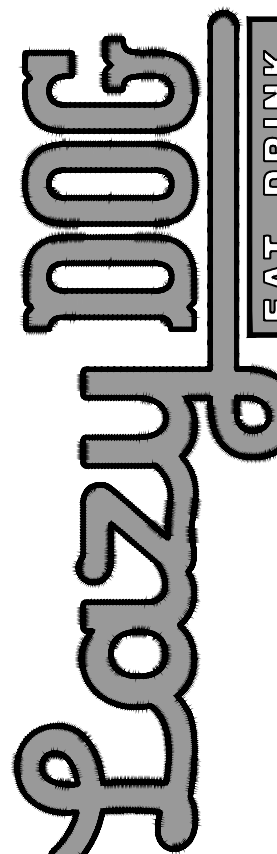
DESIGN DEVELOPMENT LANDLORD / CITY SUBMITTAL

[illegible]

PROJECT CONTACT LIST

TENANT/APPLICANT	ARCHITECT	CIVIL ENGINEER	STRUCTURAL ENGINEER	PLUMBING ENGINEER	ELECTRICAL ENGINEER	MECHANICAL ENGINEER	LANDSCAPE ARCHITECT
LAZY DOG RESTAURANTS 3337 SUSAN ST., SUITE 100 COSTA MESA, CA 92626 PHONE: 714-546-9960 CONTACT: DEWAYNE MITCHELL EMAIL: dmitchell@ldeat.com	GLMV ARCHITECTURE 1525 E. DOUGLAS WICHITA, KS 67211 PHONE: 316-265-9367 CONTACT: DAN WILSON EMAIL: dan.wilson@glmv.com	PROOF CIVIL 600 GRANT ST. #210 DENVER, CO 80203 PHONE: 303-325-5709 CONTACT: JASON DEYOUNG EMAIL: jdeyoung@proofcivil.com	SHIMAJI & LASCOLA, INC. 23682 BIRCHER DR. LAKE FOREST, CA 92630 PHONE: 949-770-9967 CONTACT: RON SHIMAJI EMAIL: ron@slj-se.com	CRO ENGINEERS GROUP, INC. 18652 FLORIDA STREET, SUITE 100 HUNTINGTON BEACH, CA 92648 PHONE: 714-843-7100 CONTACT: CONRAD ORR JR. EMAIL: corr@croeg.com	SALAS O'BRIEN 8825 RESEARCH DR IRVINE, CA 92613 PHONE: 760-309-1986 CONTACT: DAN MOSS EMAIL: dan.moss@salasobrien.com	KUSHMER-VARKER ASSOCIATES, INC 3370 WILLOW HAVEN LANE, UNIT 105 MURRIETA, CA 92563 PHONE: 951-226-0140 CONTACT: JEFF KUSHNER EMAIL: jeff@kva-inc.org	STAN SMITH ASSOCIATES 23011 MOULTON PARKWAY #H-2 LAGUNA HILLS, CA 92653 PHONE: 949-855-6413 CONTACT: STAN SMITH EMAIL: ssmith@ssa-la.net
KITCHEN	LIGHTING	SIGNAGE					
TRIMARK 210 COMMERCE IRVINE, CA 92602 PHONE: 949-398-8662 CONTACT: CARL MILLER EMAIL: carl.miller@trimarkusa.com	KPK LIGHTING DESIGN, LLC 170 LINDENBERRY CIRCLE SPRING, TX 77389 PHONE: 281-819-6739 CONTACT: KRISTIN PICKAR-KNUSSMANN EMAIL: kristin@kpklightingdesign.com	FIRST & MAIN 2340 SHEPLER CHURCH AVE CANTON, OH 44706 PHONE: 949-683-8768 CONTACT: JOE MUELLER EMAIL: j.mueller@firstandmainsigns.com					

**51 MCHENRY RD
BUFFALO GROVE, IL 60089**

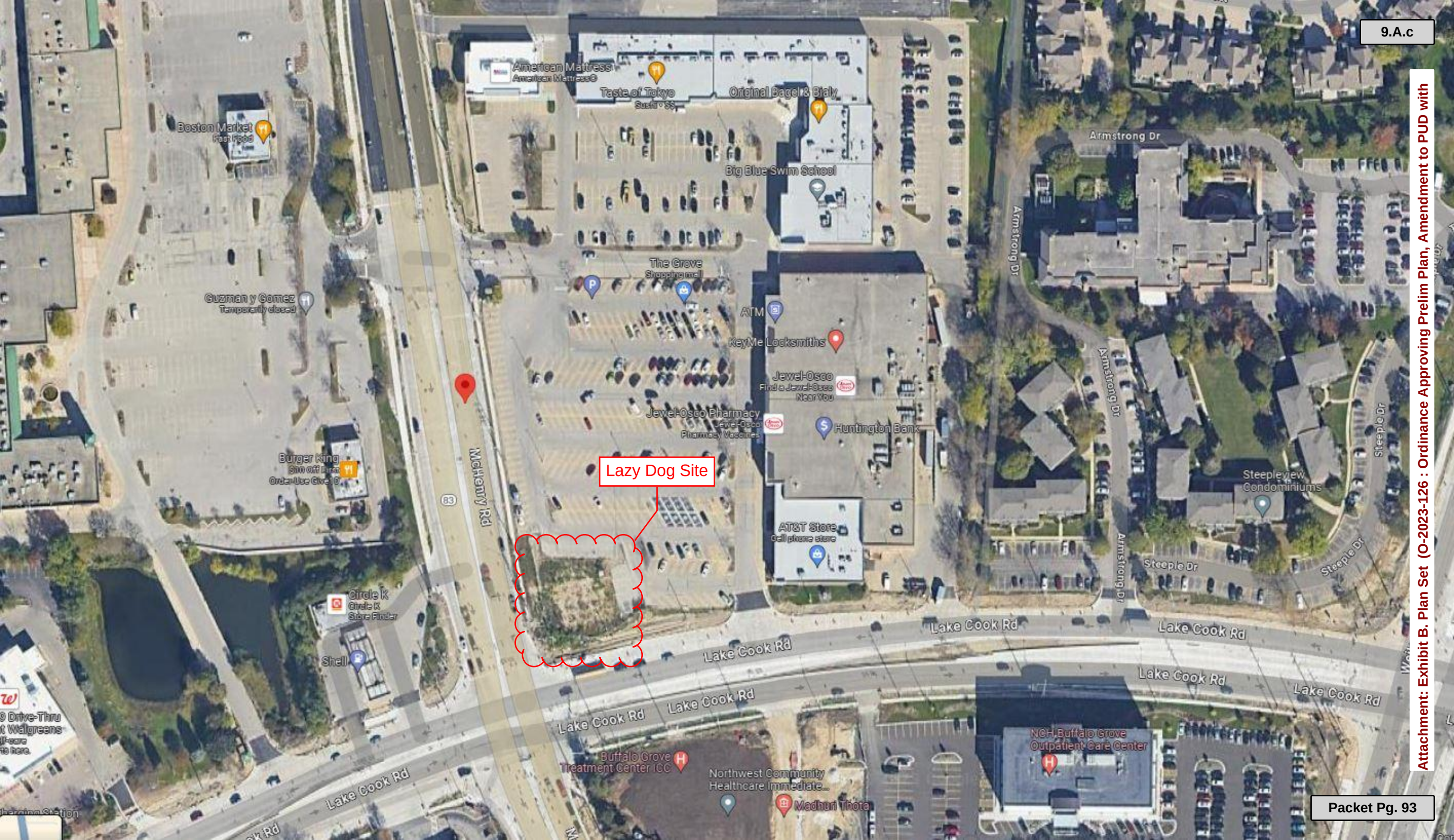


SHEET TITLE
**COVER
SHEET**

DRAWN BY
KW
CHECKED BY
REF/DM
SCALE
NONE
JOB NO.

SHEET NUMBER

DD1.0



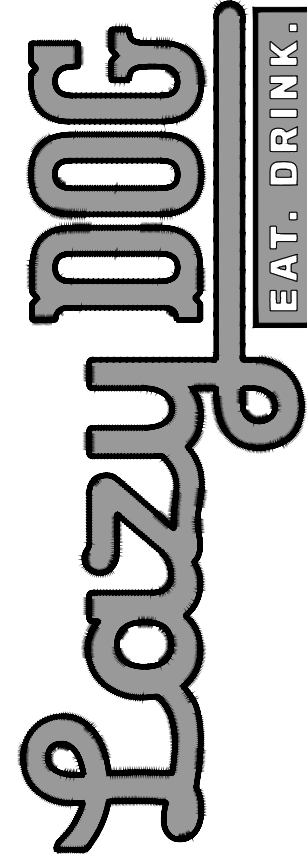
Lazy Dog Site



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[illegible]

51 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE

COVER SHEET

DRAWN BY ANM

CHECKED BY _____ JGD

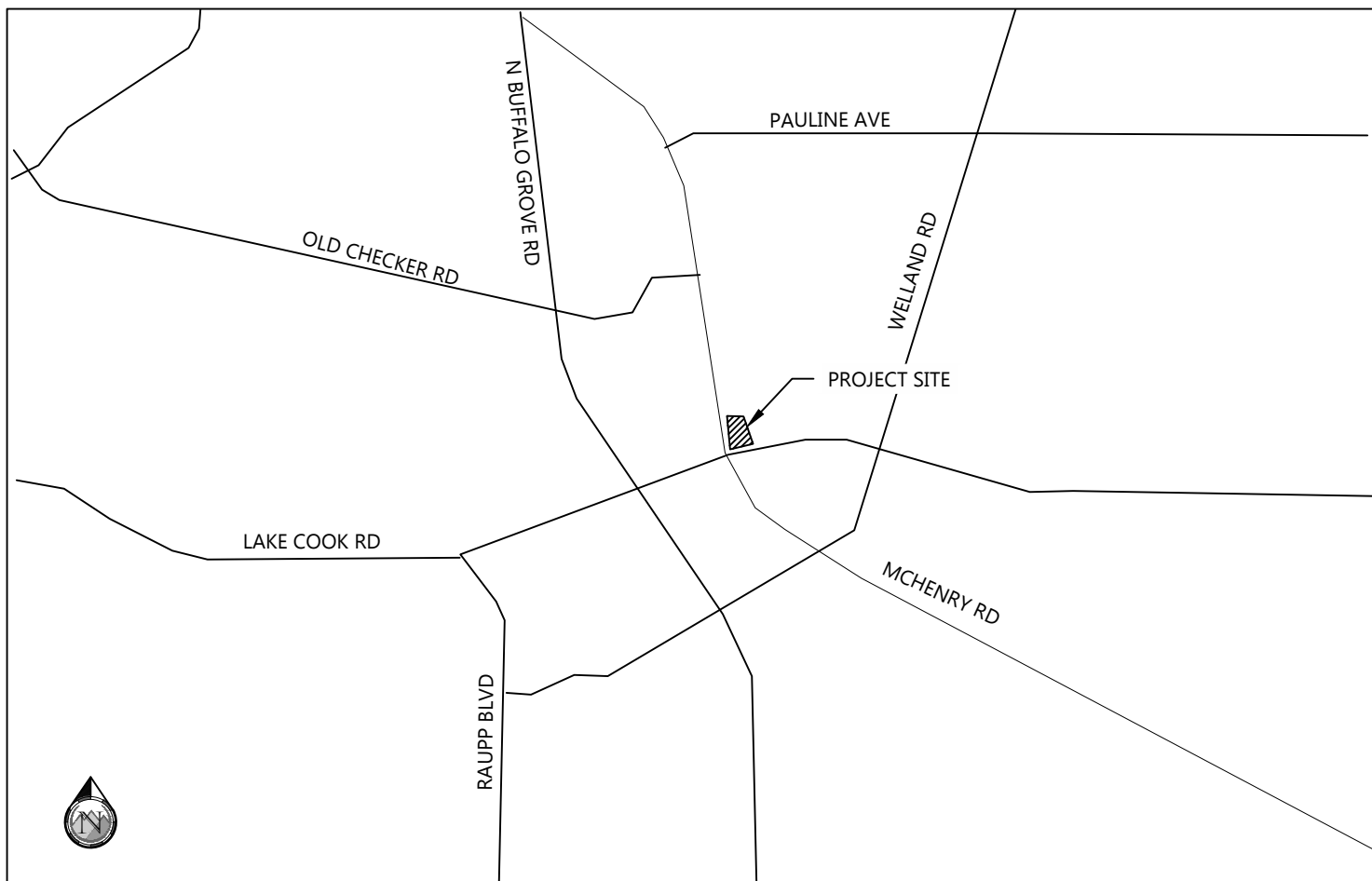
SCALE 1"=20'

JOB NO. PC 23035

SHEET NUMBER

C1.0

LOT 2 IN BUFFALO GROVE CENTER RESUBDIVISION OF LOT 1 IN BUFFALO GROVE CENTER,
BEING A RESUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 33, TOWNSHIP 43 NORTH
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, STATE OF ILLINOIS.



VICINITY MAP
SCALE: 1" = 1000'

PROOF CIVIL GENERAL NOTES

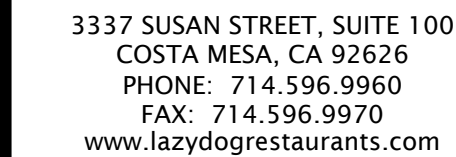
3. WHERE NEW WORK MEETS EXISTING FEATURES TO REMAIN, ALL DIMENSIONS AND ELEVATIONS SHALL BE FIELD VERIFIED BEFORE PROCEEDING WITH CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES IN WRITING.
2. STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE, AND, IF DAMAGED, SHALL BE REPLACED TO MEET TxDOT AND/OR MUNICIPAL SPECIFICATIONS IN MATERIALS AND WORKMANSHIP.
3. PROVIDE SMOOTH VERTICAL CURVES THROUGH HIGH AND LOW POINTS INDICATED BY SPOT ELEVATIONS. PROVIDE UNIFORM SLOPES BETWEEN NEW AND EXISTING GRADES. AVOID RIDGES AND DEPRESSIONS.
4. NEW ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF NEW PAVING (ROADS, WALKS, DRIVE, ETC.) OR TOPSOIL AS SHOWN.
5. ALL ASPHALT BUTT JOINTS AS SHOWN ON THE PLANS (IF APPLICABLE) AND AS DIRECTED BY THE ENGINEER SHALL BE CONSTRUCTED BY MILLING.
6. ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.
7. IF CONSTRUCTION DEWATERING IS REQUIRED, A STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT IS REQUIRED FOR DISCHARGES TO A STORM SEWER, CHANNEL, IRRIGATION DITCH, ANY STREET THAT IS TRIBUTARY TO THE AFOREMENTIONED FACILITIES, OR ANY WATERS OF THE UNITED STATES. NO DISCHARGES SHALL BE ALLOWED TO THE SANITARY SEWER.
8. ALL UTILITY CONNECTIONS TO EXISTING LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS AND TO THE SATISFACTION OF THE UTILITY OWNER.
9. ALL PORTIONS OF RIGHT OF WAY AND ADJACENT PROPERTIES SHALL BE CLEANED UP AND RESTORED TO THEIR ORIGINAL CONDITION, SUBJECT TO MUNICIPALITY AND/OR STATE APPROVAL.
10. WHEN AN EXISTING DRAINAGE ROUTE, EITHER A STORM SEWER OR WATERWAY, IS INTERRUPTED DUE TO SEWER INSTALLATION OR ANY OTHER CONSTRUCTION ACTIVITY, THE DRAINAGE ROUTE SHALL BE REESTABLISHED TO ORIGINAL CONDITIONS BY THE END OF THE SAME WORK DAY. DRAINAGE MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
11. LOCAL GOVERNMENT AGENCIES SHOULD BE CONTACTED BY THE CONTRACTOR FOR LOCATION OF ALL REGULATED AND NON-REGULATED UTILITY LOCATIONS. PLEASE CALL FOR LOCATES 48 HOURS IN ADVANCE OF CONSTRUCTION.
12. SIX (6") INCHES OF TOPSOIL SHALL BE PLACED ON ALL NON-BUILD AREAS WHERE NEW GRADING IS SHOWN ON PLANS (GRADING SHOWN IS TO TOP OF TOPSOIL).
13. STORM SEWER SHALL BE REINFORCED CONCRETE PIPE CLASS III UNLESS OTHERWISE NOTED ON PLANS, SPECIFICATIONS, OR JURISDICTIONAL STANDARDS.
14. NO PAVEMENT WORK IS ALLOWED ADJACENT TO CURB AND GUTTER FOR A MINIMUM OF 7 DAYS AFTER CURB PLACEMENT.
15. BACK FILLING OF CURB IS PROHIBITED UNTIL THREE DAYS AFTER CURB PLACEMENT.
16. ASPHALT JOINTS FOR BINDER, AND SURFACE COURSES ARE TO BE STAGGERED.
17. BAND-SEAL CONNECTORS SHALL BE USED TO JOIN PIPES OF DISSIMILAR MATERIAL.
18. ALL MANHOLES SHALL HAVE "STORM" OR "SANITARY" CAST INTO LID UNLESS OTHERWISE DIRECTED BY JURISDICTIONAL STANDARDS AND SPECIFICATIONS.
19. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS (APPROVED BY GOVERNING JURISDICTION), ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED AT THE JOB SITE AT ALL TIMES.
20. EXCEPT WHERE OTHERWISE PROVIDED FOR IN THESE PLANS AND SPECIFICATIONS, JURISDICTIONAL SPECIFICATIONS LATEST EDITION SHALL GOVERN.
21. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER/ARCHITECT OF ANY DISCREPANCIES PRIOR TO STARTING WORK.

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES

- A. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
- B. FOR THOSE DEVELOPMENTS THAT REQUIRE A DESIGNATED EROSION CONTROL INSPECTOR (DEC), INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
 - * UPON COMPLETION OF SEDIMENT AND RUNOFF CONTROL MEASURES (INCLUDING PERIMETER CONTROLS AND DIVERSIONS), PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.
 - * AFTER EVERY SEVEN (7) CALENDAR DAYS OR STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
- C. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
- D. A STABILIZED MAT OF CRUSHED STONE MEETING IDOT GRADATION CA-1 UNDERLAIN WITH FILTER FABRIC AND IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, OR OTHER APPROPRIATE MEASURE(S) AS APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
- E. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN.
- F. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE OR REDISTURBANCE.
- G. ALL STOCKPILES SHALL HAVE APPROPRIATE MEASURES TO PREVENT EROSION. STOCKPILES SHALL NOT BE PLACED IN FLOOD PRONE AREAS OR WETLANDS AND DESIGNATED BUFFERS.
- H. SLOPES STEEPER THAN 3H:1V SHALL BE STABILIZED WITH APPROPRIATE MEASURES AS APPROVED BY THE ENFORCEMENT OFFICER.
- I. APPROPRIATE EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN THE NORMAL WATER LEVEL AND HIGH WATER LEVEL.
- J. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.
- K. IF Dewatering SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DISCHARGES SHALL BE ROUTED THROUGH AN APPROVED ANIONIC POLYMER DEWATERING SYSTEM OR A SIMILAR MEASURE AS APPROVED BY THE ENFORCEMENT OFFICER. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE ENFORCEMENT OFFICER OR AN APPROVED REPRESENTATIVE, MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
- L. IF INSTALLED SOIL EROSION AND SEDIMENT CONTROL MEASURES DO NOT MINIMIZE SEDIMENT LEAVING THE DEVELOPMENT SITE, ADDITIONAL MEASURES SUCH AS ANIONIC POLYMERS OR FILTRATION SYSTEMS MAY BE REQUIRED BY THE ENFORCEMENT OFFICER.
- M. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.
- N. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
- O. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

LAKE COUNTY DIVISION OF TRANSPORTATION SOIL EROSION AND SEDIMENT CONTROL GENERAL NOTES

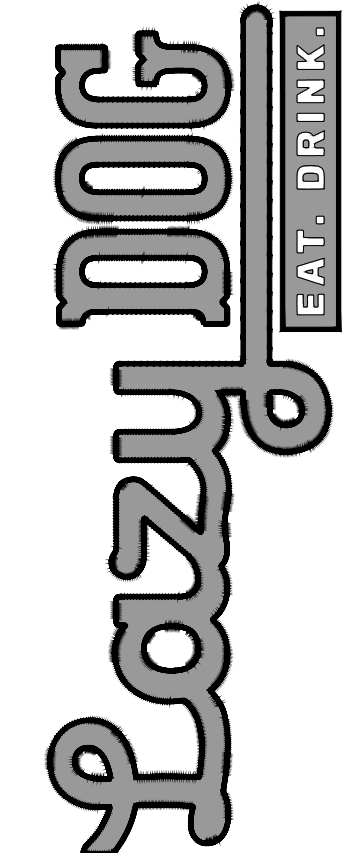
- A. AREAS OR EMBANKMENTS WITH 2:1 SLOPES OR STEEPER SHALL BE STABILIZED WITH SOD OR EROSION CONTROL BLANKET (SPECIAL) IN COMBINATION WITH SEEDING.
- B. ANY SEDIMENT OR SOIL TRACKED OFF THE SITE SHALL BE REMOVED BY SCRAPING OR STREET SWEEPING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA. THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING ALL EXISTING AREAS (TO REMAIN) AFFECTED BY CONSTRUCTION ACTIVITIES, EQUIPMENT, OR LABORERS TO THE ORIGINAL UNDISTURBED CONDITIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROTECTING ALL NEW WORK UNTIL THE COMPLETION OF THE CONTRACT.
- D. PERIMETER EROSION BARRIER SHALL BE INSTALLED AT LOCATIONS SPECIFIED IN THE PLANS AT 1 FOOT OUTSIDE THE TOE OF SLOPE OR INSIDE THE RIGHT-OF-WAY WHICHEVER IS CLOSER TO THE CENTERLINE, OR AS DIRECTED BY THE ENGINEER PRIOR TO THE START OF ANY EARTHWORK, CULVERT, OR STORM SEWER CONSTRUCTION.
- E. THE PERIMETER EROSION BARRIER SHALL REMAIN IN PLACE UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED WITH VEGETATION. AT THIS TIME, THE PERIMETER EROSION BARRIER SHALL BE REMOVED AND AREAS DAMAGED BY THE PERIMETER EROSION BARRIER REMOVAL SHALL BE RESTORED. THE RESTORATION OF THE AREA DISTURBED BY THE PERIMETER EROSION BARRIER REMOVAL SHALL BE INCLUDED IN THE PAY ITEM OF PERIMETER EROSION BARRIER.
- F. THE INSTALLATION & REMOVAL OF PERIMETER EROSION BARRIER SHALL BE PAID FOR UNDER THE ITEM OF PERIMETER EROSION BARRIER. MAINTENANCE OF PERIMETER EROSION BARRIER SHALL BE PAID FOR UNDER THE ITEM OF MAINTENANCE OF TEMPORARY EROSION CONTROL SYSTEMS.
- G. TEMPORARY DITCH CHECKS SHALL BE CONSTRUCTED ACCORDING TO THE STANDARD DETAIL SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE DITCH CHECKS SHALL BE INSTALLED AS GRADING PROGRESSES THROUGH THE PROJECT.
- H. ALL SEEDS AREAS SHALL BE COVERED WITH EROSION CONTROL BLANKET.



THESE DRAWINGS PREPARED BY LAZY DOG RESTAURANTS FOR THIS PROJECT ARE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, LAZY DOG RESTAURANTS SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THESE DRAWINGS SHALL NOT BE USED BY OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING BY LAZY DOG RESTAURANTS.

[illegible]

51 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE	
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DEMOLITION PLAN

DRAWN BY	ANM
CHECKED BY	JGD
SCALE	1"=20'
JOB NO.	PC 23035
SHEET NUMBER	

C2.0

	PROPERTY LINE
	EXISTING BUILDING TO BE REMOVED
	EXISTING BUILDING TO REMAIN
	EXISTING EASEMENT
	CURB & GUTTER TO BE REMOVED
	EXISTING CURB & GUTTER TO REMAIN
	PROPOSED SAWCUT

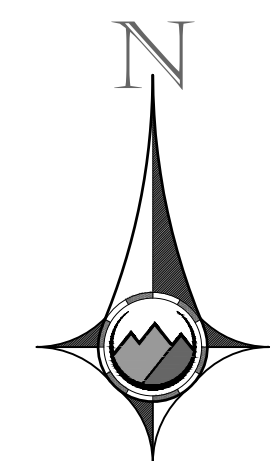
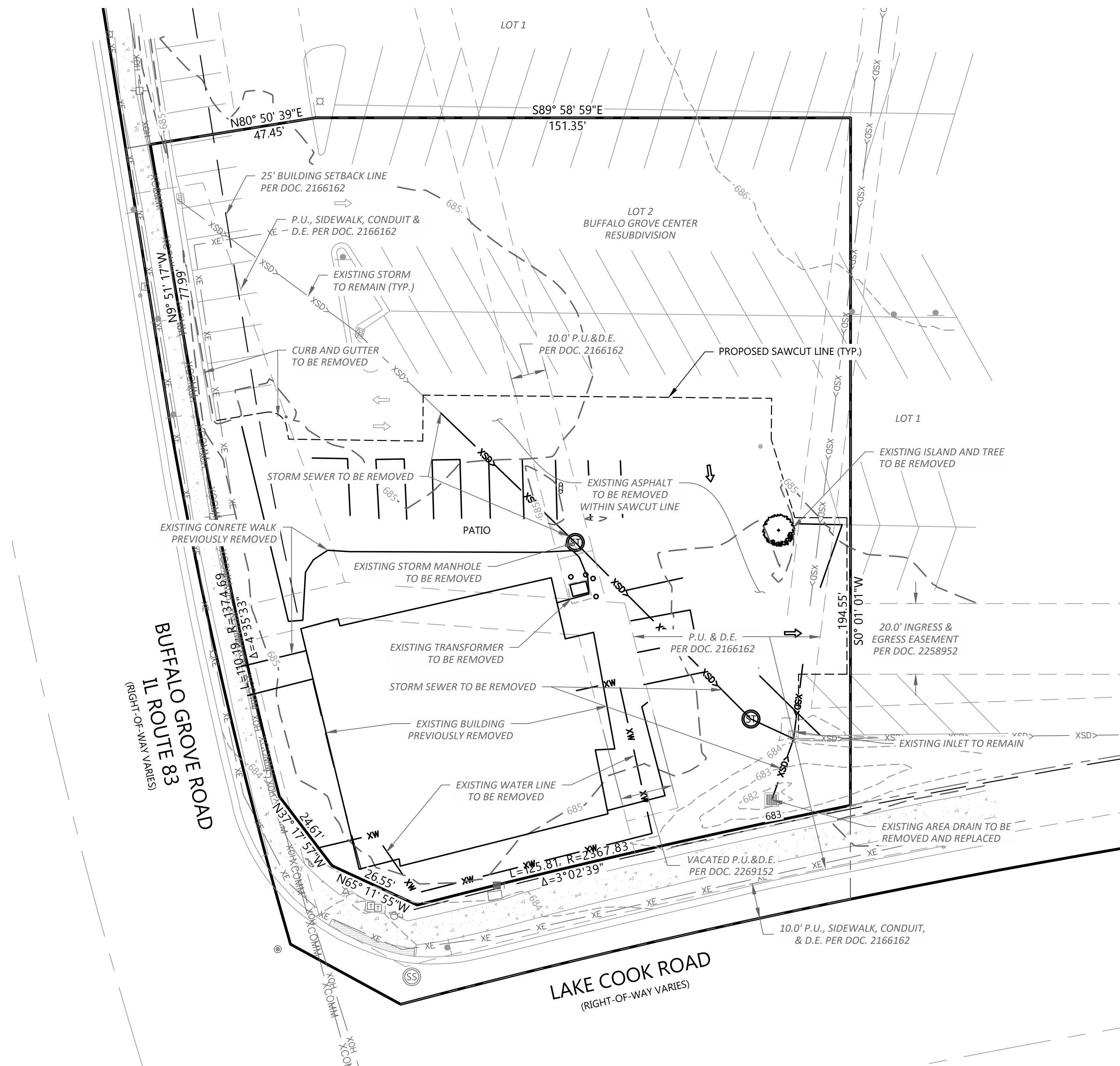
 ASPHALT PAVEMENT TO BE REMOVED

CONCRETE TO BE REMOVED

	EXISTING WATER TO BE REMOVED
	EXISTING WATER LINE TO REMAIN
	HYDRANT & VALVE TO BE REMOVED
	HYDRANT & VALVE TO REMAIN
	EXISTING SANITARY TO BE REMOVED
	EXISTING SANITARY TO REMAIN
	EXISTING STORM TO BE REMOVED
	EXISTING STORM TO REMAIN
	EXISTING ELECTRICAL TO BE REMOVED
	EXISTING ELECTRICAL TO REMAIN
	EXISTING FIBER OPTIC TO BE REMOVED
	EXISTING FIBER OPTIC TO REMAIN
	EXISTING TELECOMM TO BE REMOVED
	EXISTING TELECOMM TO REMAIN
	EXISTING GAS/FUEL TO BE REMOVED
	EXISTING GAS/FUEL TO REMAIN
	EXISTING IRRIGATION TO BE REMOVED
	EXISTING IRRIGATION TO REMAIN

1. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS SHOWN ON THESE PLANS AND FIELD CONDITIONS.

SAWCUT LIMITS ARE SHOWN AS APPROXIMATES, ALL
CONCRETE REMOVAL SHALL BE FULL PANEL/STONE REMOVAL
IE REMOVAL SHALL BE TO NEAREST JOINT.

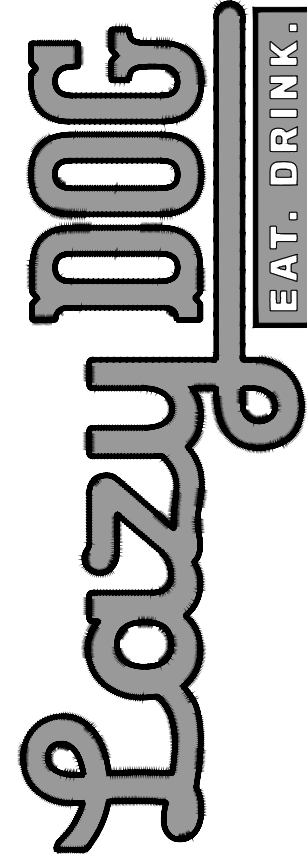




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[illegible]

51 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE

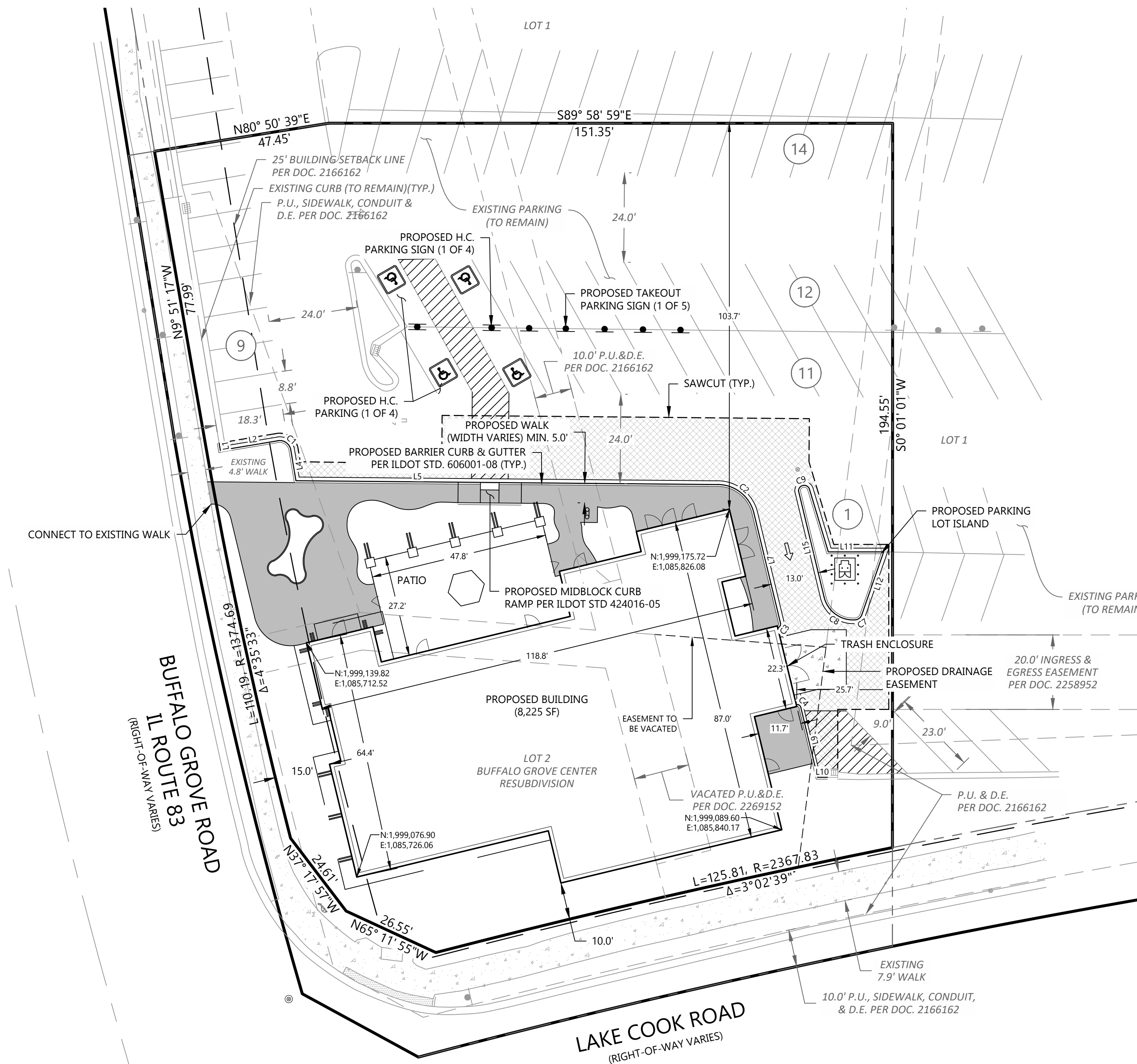
HORIZONTAL CONTROL PLAN

DRAWN BY	ANM
CHECKED BY	JGD
SCALE	1"=20'
JOB NO.	PC 23035
SHEET NUMBER	

C3.0

LINE TABLE		
LINE No.	LENGTH	DIRECTION
L1	2.00'	S9° 34' 10"E
L2	15.67'	N80° 29' 05"E
L4	8.39'	S9° 30' 55"E
L5	113.34'	S89° 28' 46"E
L7	30.44'	S13° 33' 32"E
L9	19.30'	S13° 33' 32"E
L10	2.62'	S89° 58' 59"E
L11	14.87'	N90° 00' 00"E
L12	17.93'	S19° 09' 14"W
L15	29.27'	N13° 33' 32"W

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	4.71'	3.00'	90°00'00"	S54° 30' 55"E	4.24'
C2	13.25'	10.00'	75°55'14"	S51° 31' 09"E	12.30'
C3	1.57'	1.00'	89°59'55"	S51° 26' 29"W	1.41'
C4	1.57'	1.00'	89°58'51"	S58° 32' 57"E	1.41'
C7	2.24'	2.00'	64°10'28"	S51° 16' 34"W	2.13'
C8	11.37'	8.00'	81°25'49"	N54° 00' 53"W	10.44'
C9	4.32'	1.50'	164°52'11"	N80° 50' 46"E	2.97'



	PROPERTY LINE
	PROPOSED BUILDING
	EXISTING BUILDING
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED CURB & GUTTER
	PROPOSED SPILL CURB
	EXISTING CURB & GUTTER
	PROPOSED SAWCUT

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE PAVEMENT

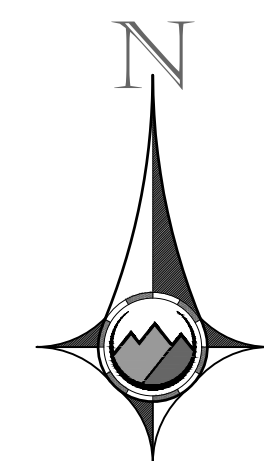
PROPOSED WALK

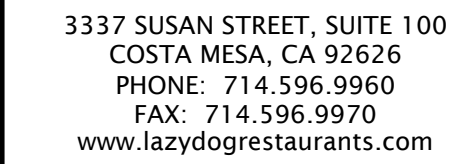
	PROPOSED LIGHT POLE
	EXISTING LIGHT POLE
	PROPOSED SIGN
	EXISTING SIGN
	EXISTING TREE

1. PAVEMENT THICKNESSES ARE SHOWN FOR REFERENCE ONLY. REFER TO CURRENT GEOTECHNICAL STUDY FOR THIS PROJECT FOR PAVEMENT THICKNESS RECOMMENDATIONS.
2. THIS PLAN DOES NOT CONTROL COLOR OR SCORING PATTERNS OF HARDCAPE SHOWN. SEE HARDCAPE OR LANDSCAPE PLAN FOR DECORATIVE TREATMENT.
3. ALL DIMENSIONS TO CURBS ARE TO FLOWLINE UNLESS OTHERWISE INDICATED.
4. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS SHOWN ON THESE PLANS AND FIELD CONDITIONS.

HORIZONTAL CONTROL INFORMATION SHOWN FOR THE PROPOSED BUILDING IS BASED ON THE OUTER MOST LIMIT OF THE ARCHITECTURAL BUILDING PLAN PROVIDED AT THE TIME OF DESIGN/APPROVAL OF HORIZONTAL CONTROL PLAN. CONTRACTOR AND SURVEYOR SHALL VERIFY BUILDING CONTROL WITH ARCHITECTURAL AND STRUCTURAL BUILDING LAYOUT INFORMATION PRIOR TO THE STAKING AND CONSTRUCTION OF PROPOSED BUILDING AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL AND INFORMATION SHOWN ON PLANS.

SAWCUT LIMITS ARE SHOWN AS APPROXIMATES, ALL
CONCRETE REMOVAL SHALL BE FULL PANEL/STONE REMOVAL,
IE REMOVAL SHALL BE TO NEAREST JOINT.





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[illegible]

51 MCHENRY RD
BUFFALO GROVE, IL 60089

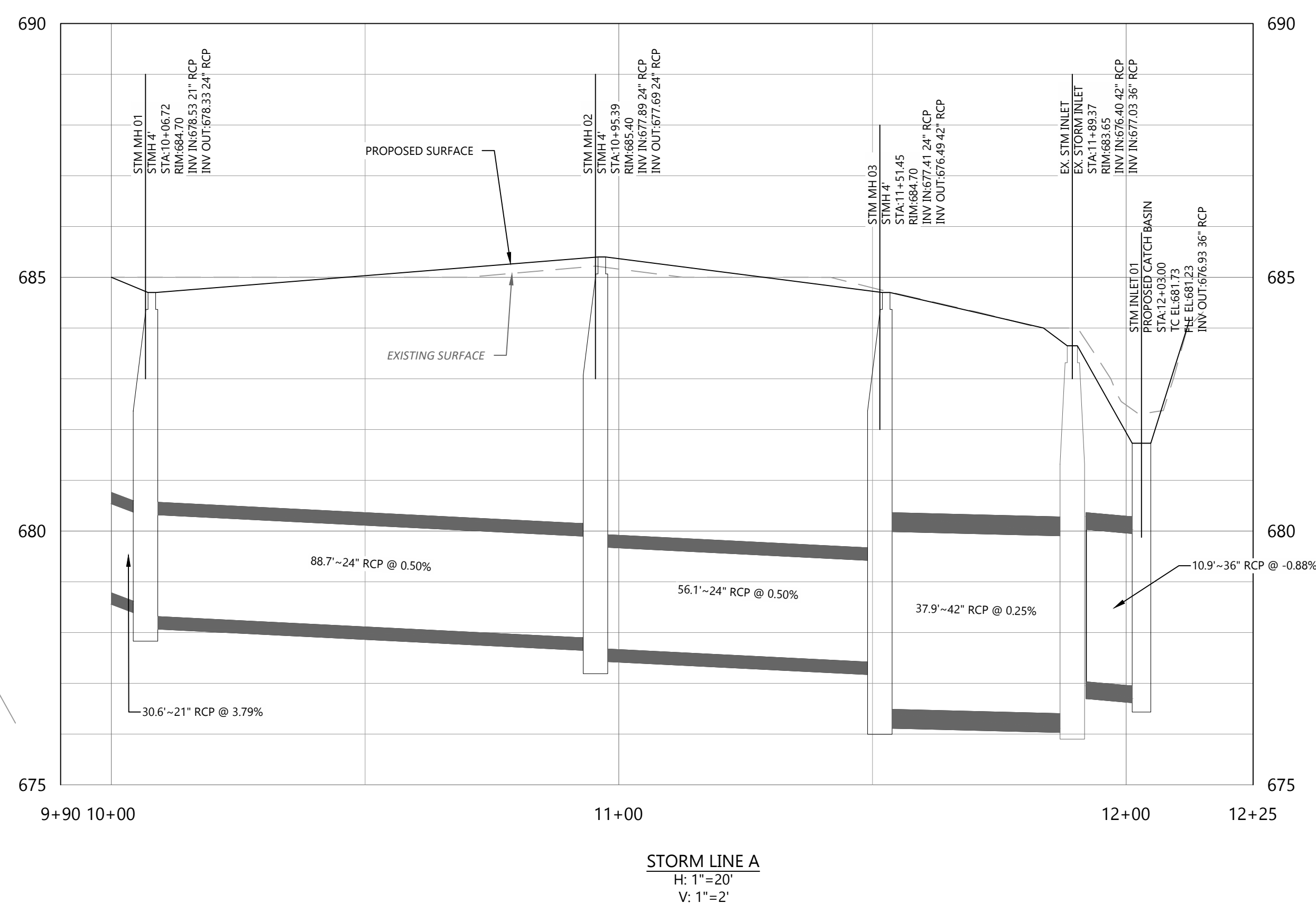
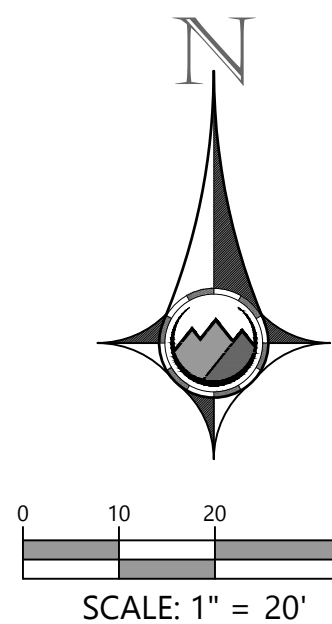


SHEET TITLE

GRADING & DRAINAGE PLAN

DRAWN BY	ANM
CHECKED BY	JGD
SCALE	1"=20'
JOB NO.	PC 23035
SHEET NUMBER	

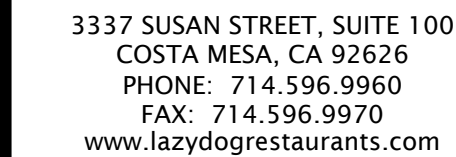
C4.0



- | LEGEND: | |
|---------|---------------------------------------|
| | PROPERTY LINE |
| | PROPOSED BUILDING |
| | EXISTING BUILDING |
| | PROPOSED EASEMENT |
| | EXISTING EASEMENT |
| | PROPOSED 5' CONTOUR |
| | PROPOSED 1' CONTOUR |
| | EXISTING 5' CONTOUR |
| | EXISTING 1' CONTOUR |
| | PROPOSED SWALE |
| | PROPOSED STORM LINE W/ F.E.S. |
| | EXISTING STORM LINE W/ F.E.S. |
| | PROPOSED SAWCUT |
| | PROPOSED STORM INLET |
| | EXISTING STORM INLET |
| | FLOW DIRECTION |
| | PROPOSED SPOT GRADE |
| | EXISTING SPOT GRADE |
| | SLOPE AND DIRECTION |
| HP | HIGH POINT |
| LP | LOW POINT |
| GB | GRADE BREAK |
| GTW | FINISHED GRADE AT TOP OF WALL |
| GBW | FINISHED GRADE AT BOTTOM FACE OF WALL |
| FFE | FINISHED FLOOR ELEVATION |
| M.E. | MATCH EXISTING |

NOTES:

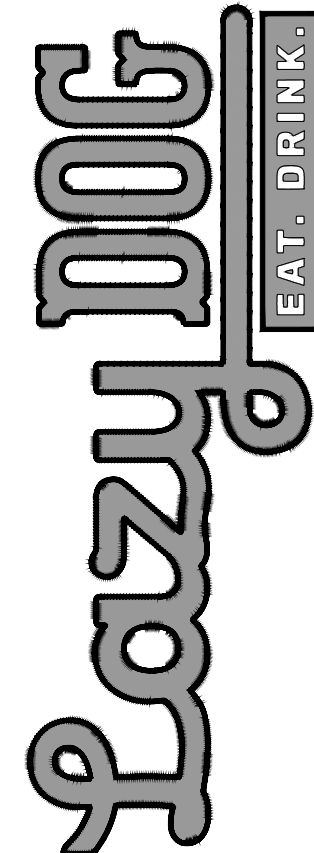
1. SPOT ELEVATION VALUES ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) [WITH THE TWO LEADING DIGITS TRUNCATED] AND DO NOT RELATE TO ANY OTHER ELEVATION RELATIVE TO FINISHED FLOOR (I.E. +100'-0").
2. UNLESS SPECIFICALLY SHOWN OTHERWISE, ALL SIDEWALKS TO SLOPE 1.8% AWAY FROM BUILDINGS OR STRUCTURES TO NEAREST PARKING LOTS, DRIVE LANS, ROADS OR LOW POINTS.
3. UNLESS SPECIFICALLY SHOWN OTHERWISE, ALL PROPOSED SIDEWALKS SHALL BE ACCESSIBLE WITH A MAXIMUM LONGITUDINAL SLOPE OF 5.0%.
4. ALL GRADING SHALL CONFORM WITH THE GEOTECHNICAL RECOMMENDATIONS FROM THE CURRENT GEOTECHNICAL CONSULTING PROFESSIONAL.
5. PROPOSED ACCESSIBLE PARKING SPOTS SHALL HAVE 2.0% MAX SLOPE IN ANY DIRECTION.
6. ALL ELEVATION SPOTS ALONG CURB INDICATE FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
7. MAXIMUM FINISHED GRADES SHALL BE 41" (+/-).
8. THE CONTRACTOR IS RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES PRIOR TO ANY GRADING OPERATIONS TO PROTECT OR RELOCATE ALL EXISTING UTILITIES DURING GRADING OPERATIONS. THIS PLAN DOES NOT CONSTITUTE A UTILITY LOCATE.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES WITH THESE PLANS.



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[illegible]

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BUFFALO GROVE, IL 60089

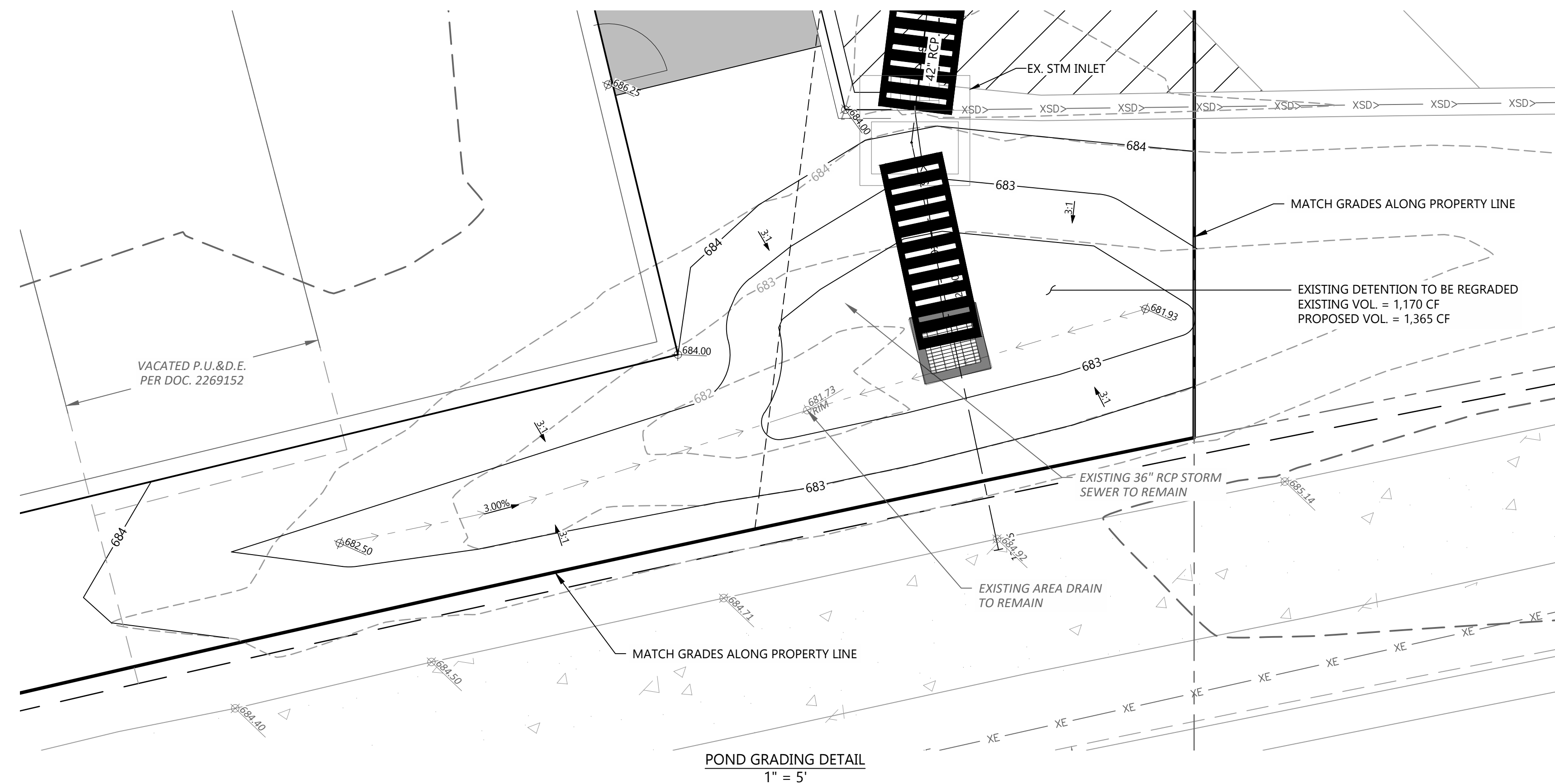


SHEET TITLE

GRADING DETAILS

DRAWN BY	ANM
CHECKED BY	JGD
SCALE	1"=20'
JOB NO.	PC 23035
SHEET NUMBER	

C4.1

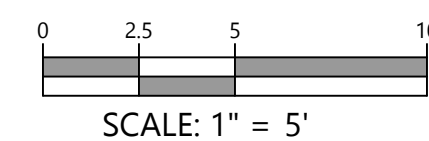
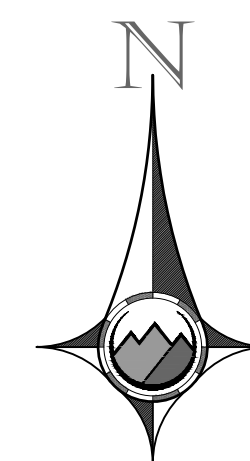


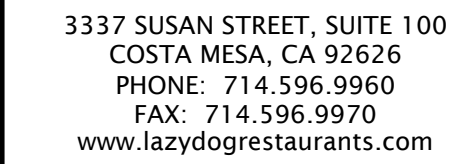
LEGEND:

	PROPERTY LINE
	PROPOSED BUILDING
	EXISTING BUILDING
	PROPOSED EASEMENT
	EXISTING EASEMENT
	PROPOSED 5' CONTOUR
	PROPOSED 1' CONTOUR
	EXISTING 5' CONTOUR
	EXISTING 1' CONTOUR
	PROPOSED SWALE
	PROPOSED STORM LINE W/ F.E.S.
	EXISTING STORM LINE W/ F.E.S.
	PROPOSED SAWCUT
	PROPOSED STORM INLET
	EXISTING STORM INLET
	FLOW DIRECTION
	PROPOSED SPOT GRADE
	EXISTING SPOT GRADE
	SLOPE AND DIRECTION
HP	HIGH POINT
LP	LOW POINT
GB	GRADE BREAK
GTW	FINISHED GRADE AT TOP OF WALL
GBW	FINISHED GRADE AT BOTTOM FACE OF WALL
FFE	FINISHED FLOOR ELEVATION
M.E.	MATCH EXISTING

NOTES:

1. SPOT ELEVATION VALUES ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) (WITH THE TWO LEADING DIGITS TRUNCATED) AND DO NOT RELATE TO MEAN SEASIDE BEACH ELEVATIONS RELATIVE TO FINISHED FLOOR (E.E. = 100'-0").
2. UNLESS SPECIFICALLY SHOWN OTHERWISE, ALL SIDEWALKS TO SLOPE 1.8% AWAY FROM BUILDINGS OR STRUCTURES ADJACENT TO PARKING LOTS, DRIVE LANS, ROADS OR LOW POINTS.
3. UNLESS SPECIFICALLY SHOWN OTHERWISE, ALL PROPOSED WALKWAYS OR TRAILS SHALL BE ACCESSIBLE WITH A MAXIMUM LONGITUDINAL SLOPE OF 5.0%.
4. ALL GRADING SHALL CONFORM WITH THE GEOTECHNICAL RECOMMENDATIONS FROM THE CURRENT GEOTECHNICAL CONSULTING ENGINEER'S REPORT.
5. PROPOSED ACCESSIBLE PARKING SPOTS SHALL HAVE 2.0% MAX SLOPE IN ANY DIRECTION.
6. ALL ELEVATION SPOTS ALONG CURB INDICATE FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
7. MAXIMUM FINISHED GRADES SHALL BE 4.1' (HV).
8. THE CONTRACTOR IS RESPONSIBLE TO LOCATE ALL EXISTING UTILITIES, CONSIDER PROTECTING THEM, AND TO PROTECT OR RELOCATE ALL EXISTING UTILITIES DURING GRADING OPERATIONS. THIS PLAN DOES NOT CONSTITUTE A UTILITY LOCATE.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES WITH THESE PLANS.

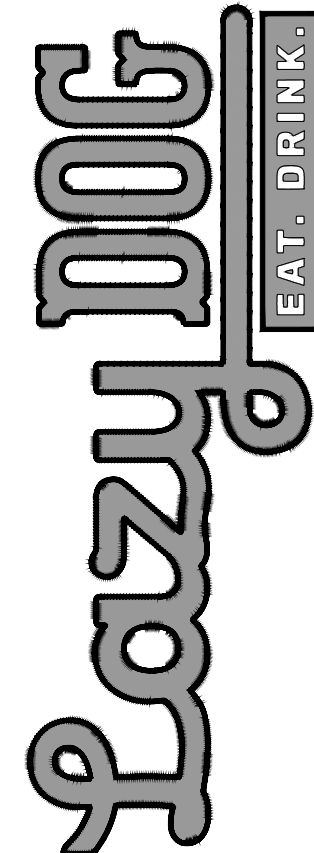




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[illegible]

51 MCHENRY RD
BUFFALO GROVE, IL 60089

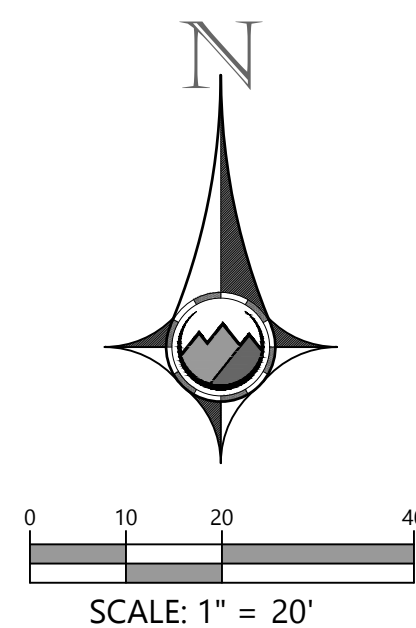


SHEET TITLE

PRELIMINARY UTILITY PLAN

DRAWN BY	ANM
CHECKED BY	JGD
SCALE	1"=20'
JOB NO.	PC 23035
SHEET NUMBER	

C5.0



SCALE: 1" = 20'

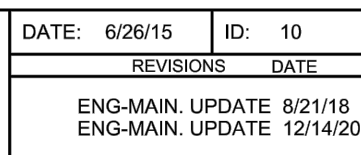
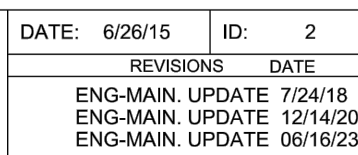
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[illegible]

Lazy Dog
EAT. DRINK.

C6.0

Attachment: Exhibit B. Plan Set (O-2023-126 : Ordinance Approving Prelim Plan, Amendment to PUD with Variations for a Restaurant at 51 McHenry)



Prepared by the Village Engineering Division

Prepared by the Village Engineering Division

Prepared by the Village Engineering Division



3337 SUSAN STREET, SUITE 100
COSTA MESA, CA 92626
PHONE: 714.596.9960
FAX: 714.596.9970
www.lazydogrestaurants.com

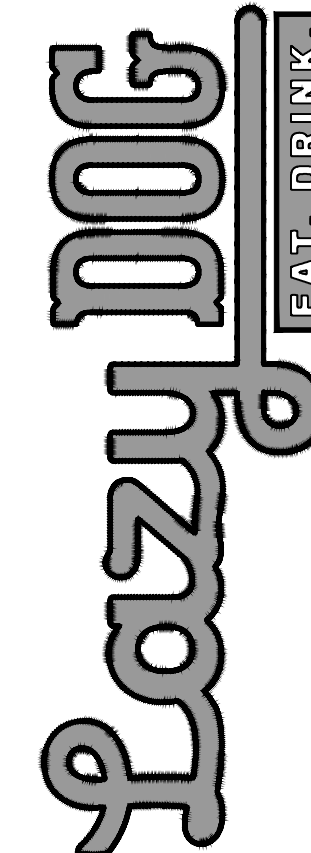
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09/14/2023 CITY/LANDLORD SUBMITTAL

10/06/2023 CITY/LANDLORD SUBMITTAL

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51 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE

SITE PLAN

DRAWN BY
KW
CHECKED BY
RAF/DM
SCALE
N.T.S.
JOB NO.

SHEET NUMBER

DD2.0

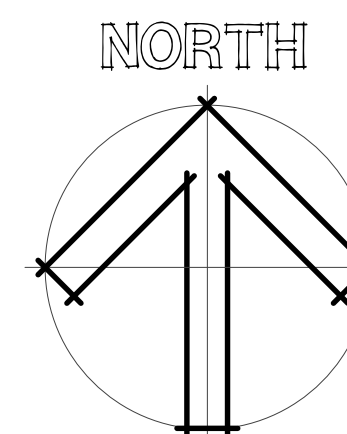
Attachment: Exhibit B. Plan Set (O-2023-126 : Ordinance Approving Prelim Plan, Amendment to PUD with Variations for a Restaurant at 51 McHenry)

PREMISES

TO GO/TAKEOUT
PARKING, 5 SPACES

LAZY DOG LIMITS
OF CONSTRUCTION

CONSTRUCTION LIMITS SITE PLAN





3337 SUSAN STREET, SUITE 100
COSTA MESA, CA 92626
PHONE: 714.596.9960
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www.lazydogrestaurants.com

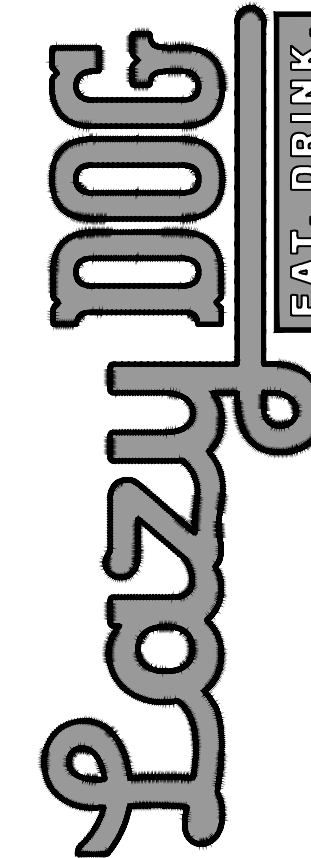
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51 MCHENRY RD
BUFFALO GROVE, IL 60089



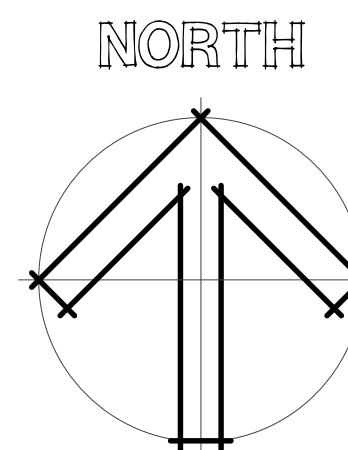
SHEET TITLE

**CONSTRUCTION
STAGING
EXHIBIT**

DRAWN BY
KW
CHECKED BY
RAF/DM
SCALE
N.T.S.
JOB NO.

SHEET NUMBER

DD2.1



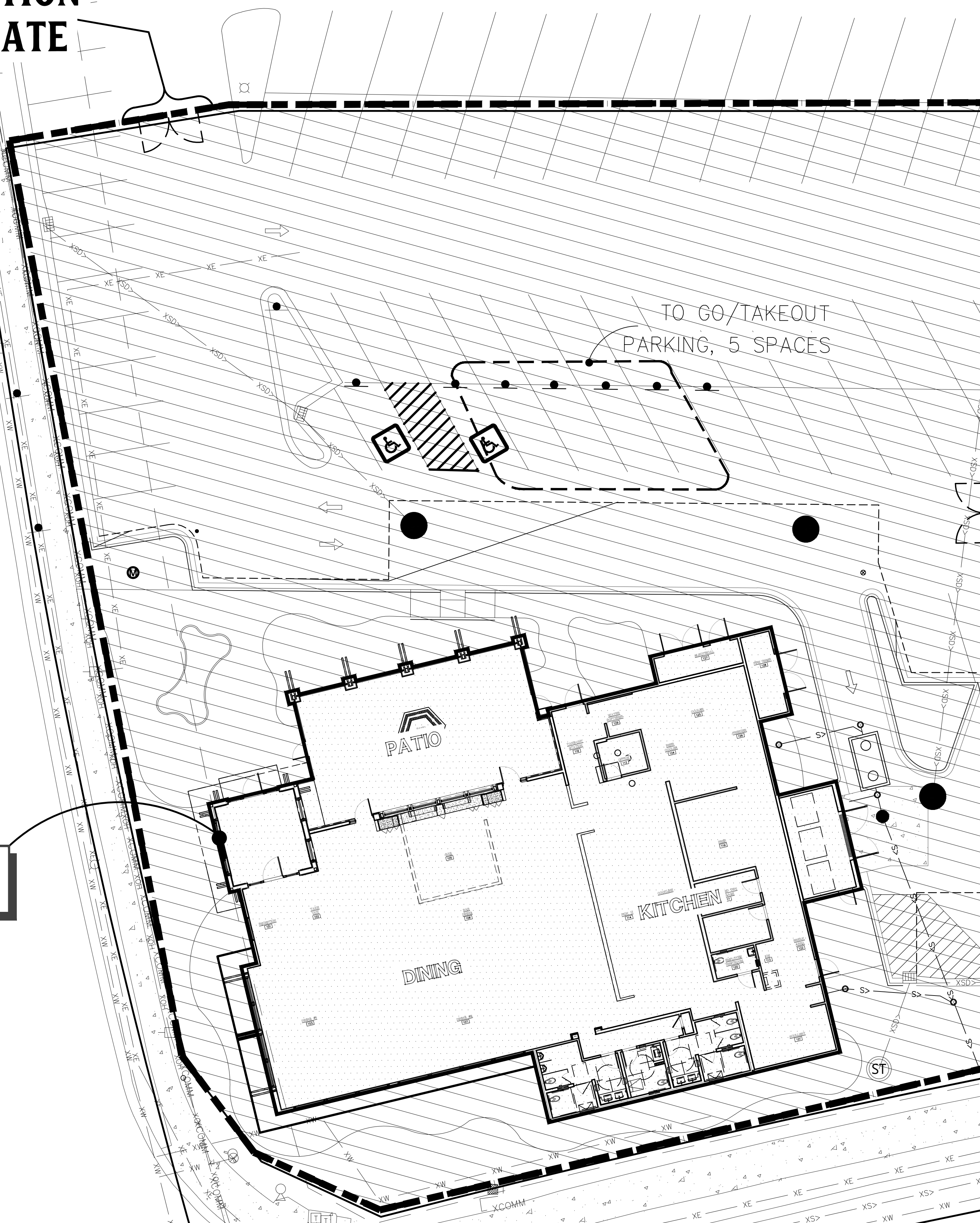
CONSTRUCTION STAGING EXHIBIT

PREMISES

**CONSTRUCTION
ENTRANCE/GATE**

**CONSTRUCTION
ENTRANCE/GATE**

TO GO/TAKEOUT
PARKING, 5 SPACES





3337 SUSAN STREET, SUITE 100
COSTA MESA, CA 92626
PHONE: 714.596.9960
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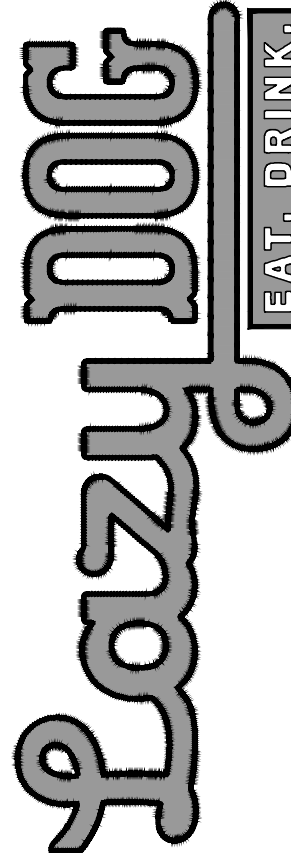
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09/14/2025 ☒ CITY/LANDLORD SUBMITTAL

10/06/2025 ☐ CITY/LANDLORD SUBMITTAL

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51 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE
**PLUMBING
POC PLAN**

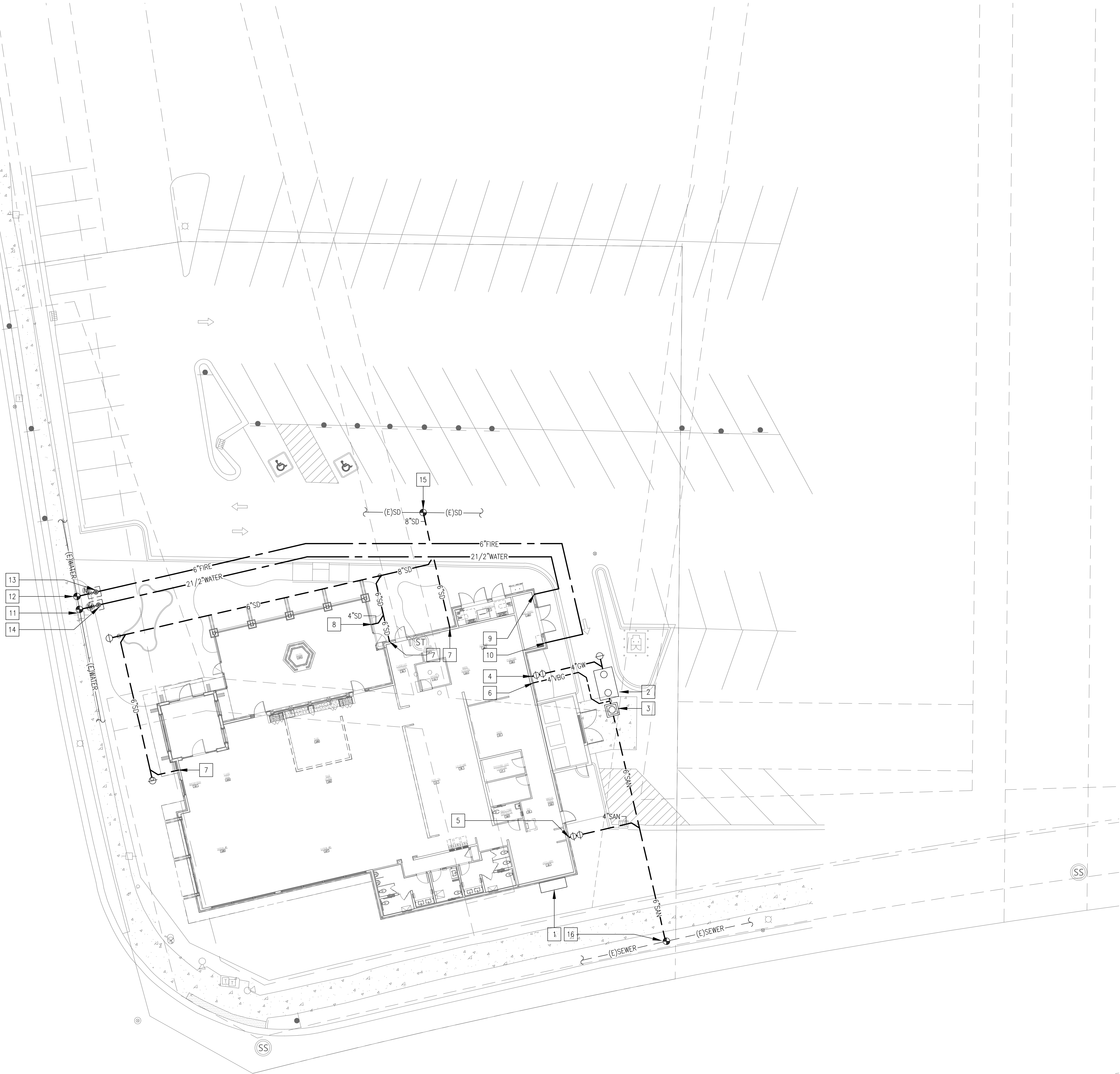
DRAWN BY
PO
CHECKED BY
CRO
SCALE
1/16"=1'-0"
JOB NO.

SHEET NUMBER

PPOC-1

PLAN NOTES

- 1 PROPOSED LOCATION OF THE NEW GAS METER ASSEMBLY (METER SHALL BE CAPABLE OF SUPPLYING A MAXIMUM OF 6,000,000 BTU/HR @ 2-PSI PRESSURE) - GAS METER ASSEMBLY SHALL BE PROVIDED & INSTALLED BY THE LOCAL GAS COMPANY IN DIRECT COORDINATION WITH LAZY DOG - ALL GAS PIPING IN THE BUILDING IS SIZED ON 350 FEET @ 2-PSI PRESSURE.
- 2 LAZY DOG PROVIDED & INSTALLED 1500 GALLON GREASE INTERCEPTOR (OR SIZED AS REQUIRED BY THE AHJ).
- 3 LAZY DOG PROVIDED & INSTALLED GREASE INTERCEPTOR SAMPLE WELL.
- 4 LAZY DOG PROVIDED & INSTALLED 4" GREASE WASTE BELOW GRADE TO BUILDING - INVERT = (-)60" BELOW RESTAURANT FINISHED SLAB (MINIMUM) - ALL GREASE WASTE TO MAINTAIN 2% SLOPE (MIN).
- 5 LAZY DOG PROVIDED & INSTALLED 4" SANITARY SEWER BELOW GRADE TO BUILDING - INVERT = (-)60" BELOW RESTAURANT FINISHED SLAB (MINIMUM) - ALL SANITARY SEWER TO MAINTAIN 2% SLOPE (MIN).
- 6 LAZY DOG PROVIDED & INSTALLED 4" VENT BELOW GRADE TO BUILDING - INVERT = (-)60" BELOW RESTAURANT FINISHED SLAB (MINIMUM) - ALL VENT PIPING BELOW GRADE TO MAINTAIN 2% SLOPE (MIN).
- 7 LAZY DOG PROVIDED & INSTALLED 6" STORM DRAIN PIPING BELOW GRADE TO BUILDING - INVERT = (-)48" BELOW RESTAURANT FINISHED SLAB (MINIMUM) - ALL STORM DRAIN PIPING BELOW GRADE TO MAINTAIN 2% SLOPE (MIN).
- 8 LAZY DOG PROVIDED & INSTALLED 4" STORM DRAIN BELOW GRADE FOR PATIO DRAINAGE - INVERT = (-)48" BELOW GRADE (MINIMUM) - ALL STORM DRAIN PIPING BELOW GRADE TO MAINTAIN 2% SLOPE (MIN).
- 9 LAZY DOG PROVIDED & INSTALLED 21/2" WATER TO BUILDING.
- 10 LAZY DOG PROVIDED & INSTALLED 6" FIRE TO BUILDING.
- 11 POC OF NEW LAZY DOG PROVIDED & INSTALLED 21/2" WATER INTO EXISTING WATER MAIN BELOW GRADE.
- 12 POC OF NEW LAZY DOG PROVIDED & INSTALLED 6" FIRE INTO EXISTING WATER MAIN BELOW GRADE.
- 13 LAZY DOG TO COORDINATE THE INSTALLATION OF A NEW FIRE WATER METER.
- 14 LAZY DOG TO COORDINATE THE INSTALLATION OF A NEW 2" DOMESTIC WATER METER.
- 15 POC OF NEW LAZY DOG PROVIDED & INSTALLED 8" STORM DRAIN PIPING INTO EXISTING STORM DRAIN PIPING BELOW GRADE.
- 16 POC OF NEW LAZY DOG PROVIDED & INSTALLED 6" SEWER PIPING INTO EXISTING SEWER PIPING BELOW GRADE.



PLUMBING POINT OF CONNECTION PLAN

SCALE
1/16"=1'-0"

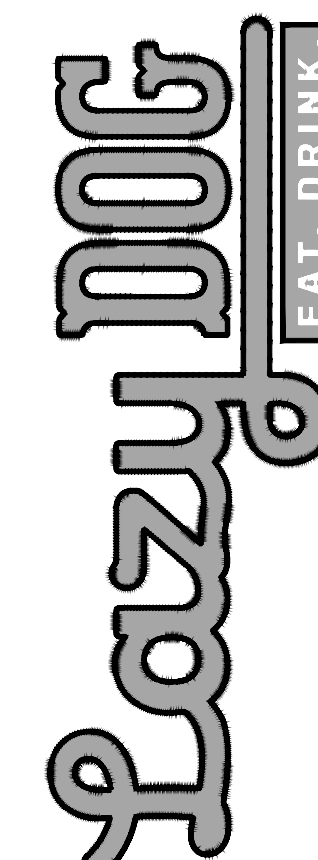
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10/06/2023 ☒ CITY/LANDLORD SUBMITTAL

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**51 MCHENRY RD
BUFFALO GROVE, IL 60089**



**ELECTRICAL POINT
OF
CONNECTION PLAN**

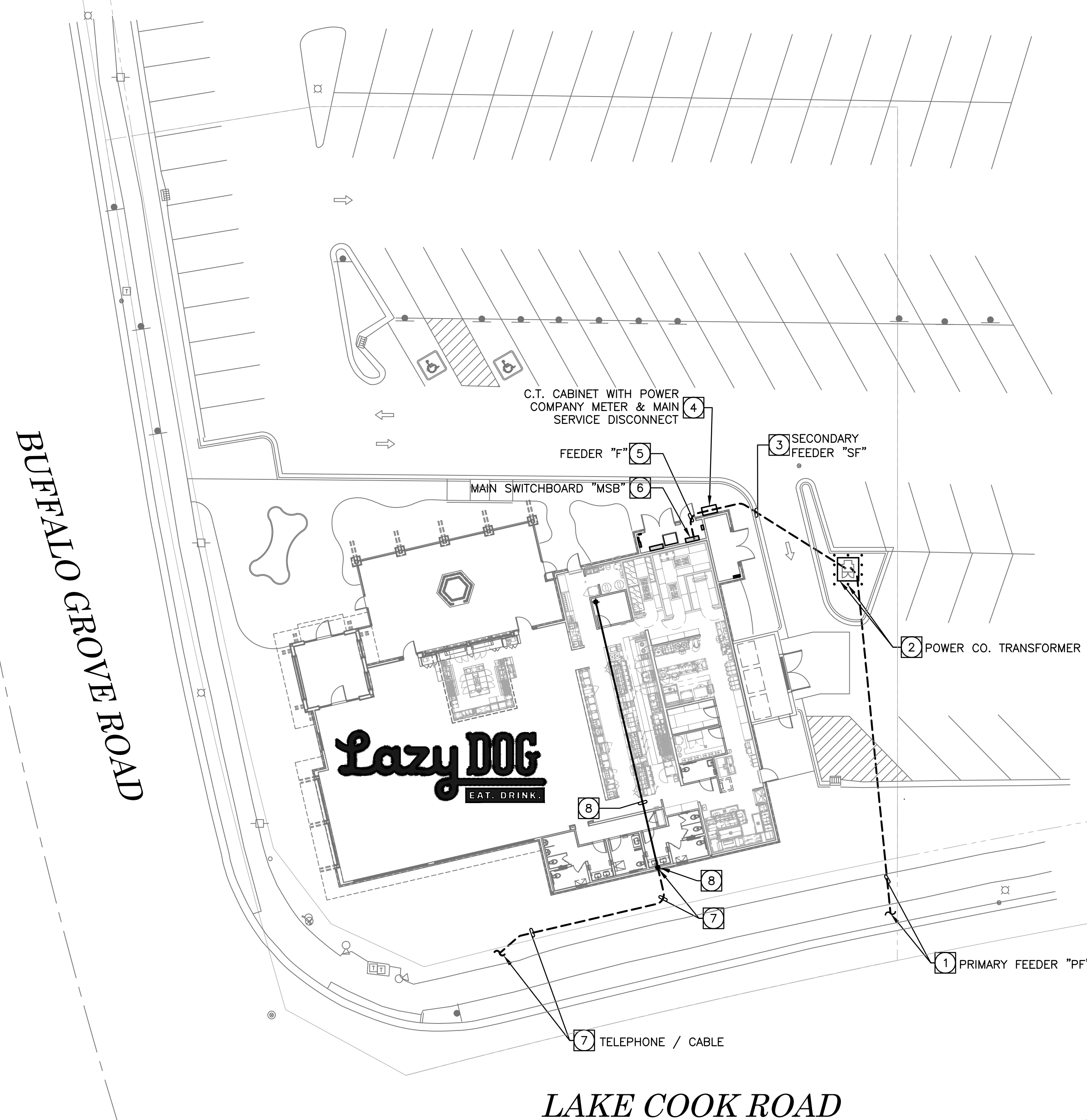
EPOC-1

Salas O'Brien.

949 753 1553

Project No.: 2023-00000-01

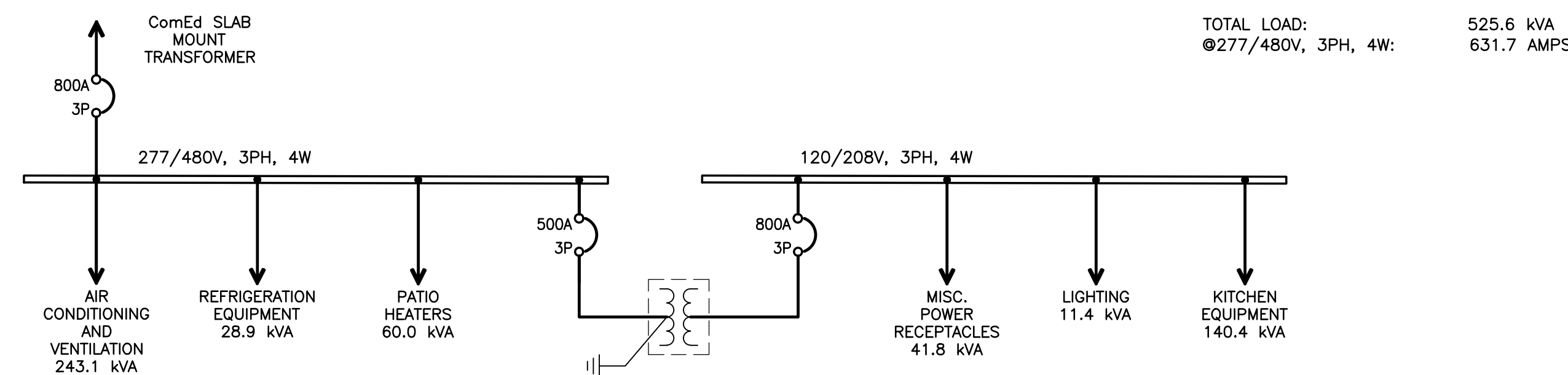
1. POWER COMPANY PRIMARY UNDERGROUND FEEDER, BY LAZY DOG CONTRACTOR.
2. POWER COMPANY PAD MOUNT TRANSFORMER & CONCRETE BOLLARDS, BY LAZY DOG CONTRACTOR. INSTALLATION PER POWER COMPANY SERVICE STANDARD REQUIREMENTS. LOCATION TO COMPLY WITH ALL POWER COMPANY ACCESS REQUIREMENTS AND CLEARANCES FROM WALL, DOOR, WINDOWS, ETC.
3. LAZY DOG CONTRACTOR TO PROVIDE 800 AMPS OF CONDUIT AND WIRE FOR POWER COMPANY SECONDARY SERVICE INSTALLED UNDER WATER LINES & SEWER LINES PER NEC REQUIREMENTS.
4. LAZY DOG CONTRACTOR TO PROVIDE WALL MOUNTED C.T. CABINET WITH POWER COMPANY METER & MAIN SERVICE DISCONNECT 800A, 3-POLE CIRCUIT BREAKER IN NEMA 3R ENCLOSURE. ENCLOSURE PROVIDED AND INSTALLED BY LAZY DOG CONTRACTOR, PRIMARY CONDUIT & CONDUCTORS BY LANDLORD.
5. LAZY DOG CONTRACTOR TO PROVIDE 800 AMPS OF CONDUIT AND WIRE FOR SECONDARY FEEDER TO MAIN SWITCHBOARD "MSB".
6. MAIN SWITCHBOARD "MSB", 800A, 277/480V, 3-PHASE, 4-WIRE NEMA 3R. LAZY DOG CONTRACTOR TO VERIFY EXACT LOCATION AND REQUIREMENTS PRIOR TO INSTALLATION. ALL EQUIPMENT TO BE PROVIDED BY LAZY DOG CONTRACTOR, PURCHASED FROM LAZY DOG NATIONAL ACCOUNT VENDOR, INSTALLED AND CONNECTED BY LAZY DOG ELECTRICAL CONTRACTOR.
7. LAZY DOG CONTRACTOR TO PROVIDE (2)2" C. WITH PULL ROPES UNDERGROUND FROM TELEPHONE & CABLE TV COMPANY SERVICE LOCATION AND INSTALL UNDER WATER LINES & SEWER LINES PER NEC REQUIREMENTS TO BUILDING M.P.O.E. AS INDICATED, PER UTILITY COMPANY STANDARDS.
8. LAZY DOG CONTRACTOR TO INTERCEPT AND EXTEND (2)2" C. UNDERGROUND FROM TELEPHONE & CABLE TV COMPANY SERVICE AND STUB-UP CONDUIT ABOVE CEILING IN MANAGER'S OFFICE FOR CONNECTION TO LAZY DOG'S AV RACK.



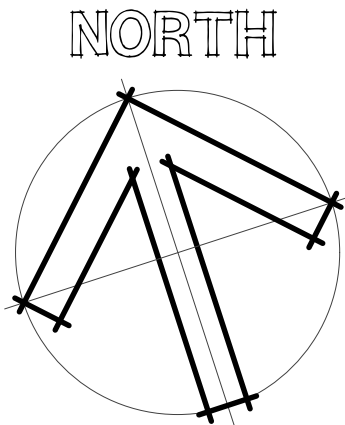
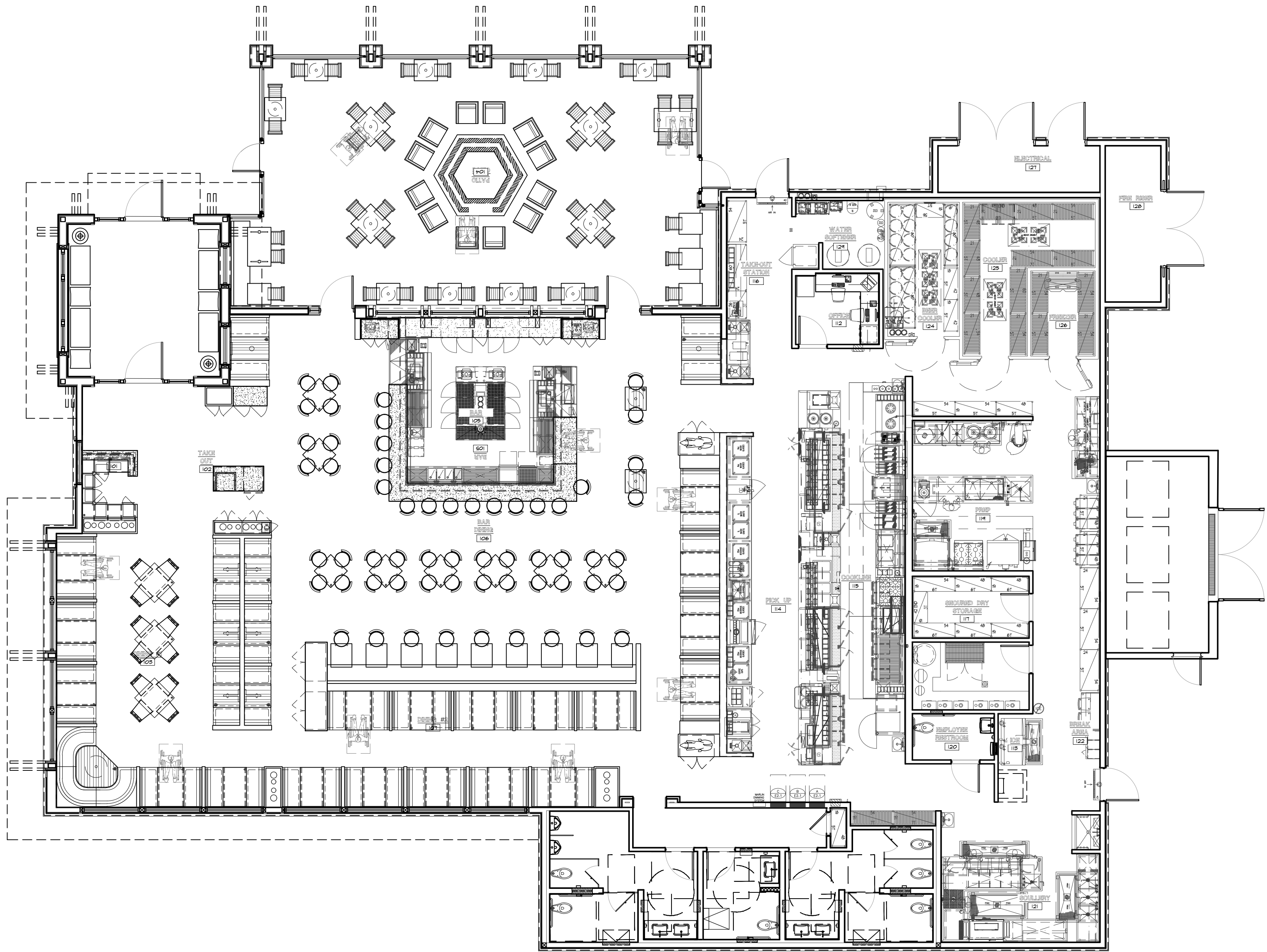
ELECTRICAL POINT OF CONNECTION PLAN

SCALE
1" = 20'-0"

1



ELECTRICAL LOAD BREAKDOWN



FLOOR PLAN

BUILDING TABULATIONS

BUILDING AREA:	7,574 SQ. FT.
UTILITY ROOMS:	216 SQ. FT.
PATIO AREA:	1,379 SQ. FT.
TRASH AREA:	270 SQ. FT.
TOTAL AREA:	9,439 SQ. FT.

SEATS REQUIRED: 217 (PER SQ FT. CALCULATED FOR SEATING TABULATION)

SEATS PROVIDED: 186

SEATING TABULATIONS

BAR/BAR DINING:	98 SEATS
DINING ROOM 1:	46 SEATS
DINING ROOM 2:	42 SEATS
TOTAL INTERIOR SEATS:	186 SEATS
TOTAL PATIO SEATS:	62 SEATS
GRAND TOTAL:	248 SEATS

INDOOR SEATING CHART

SEATING TYPE	PARTY	% OF TOTAL TABLES	SEATS	% OF TOTAL TABLES
1-PERSON	16	24%	16	9%
2-PERSON	17	26%	34	18%
4-PERSON	32	48%	128	69%
8-PERSON	1	2%	8	4%
TOTAL	66	100%	186	100%

OUTDOOR SEATING CHART

SEATING TYPE	PARTY	% OF TOTAL TABLES	SEATS	% OF TOTAL TABLES
1-PERSON	12	39%	12	19%
2-PERSON	13	42%	26	42%
4-PERSON	6	19%	24	39%
TOTAL	31	100%	62	100%



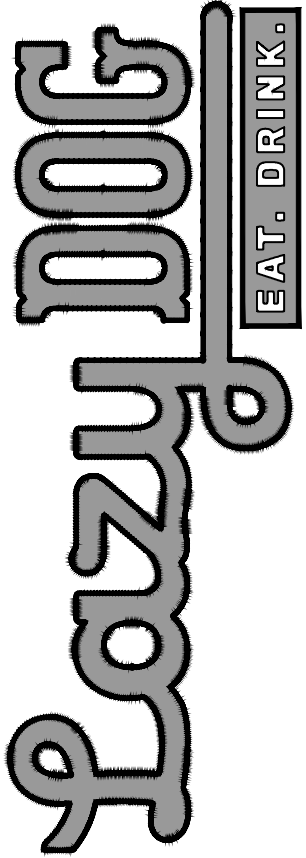
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51 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE
FLOOR
PLAN

DRAWN BY
KW
CHECKED BY
RAF/DM
SCALE
1/8" = 1'-0"
JOB NO.

SHEET NUMBER

DD3.0

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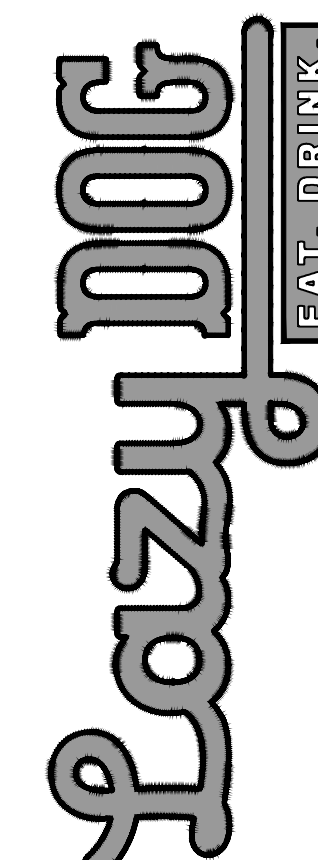
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**51 MCHENRY RD
BUFFALO GROVE, IL 60089**



1	SHEET TITLE
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REFLECTED CEILING PLAN

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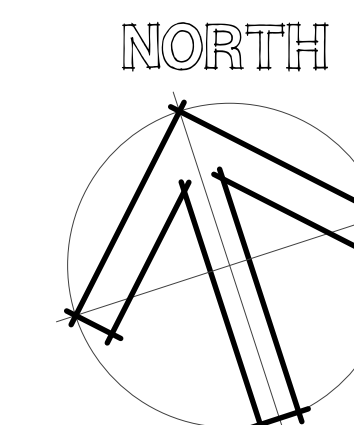
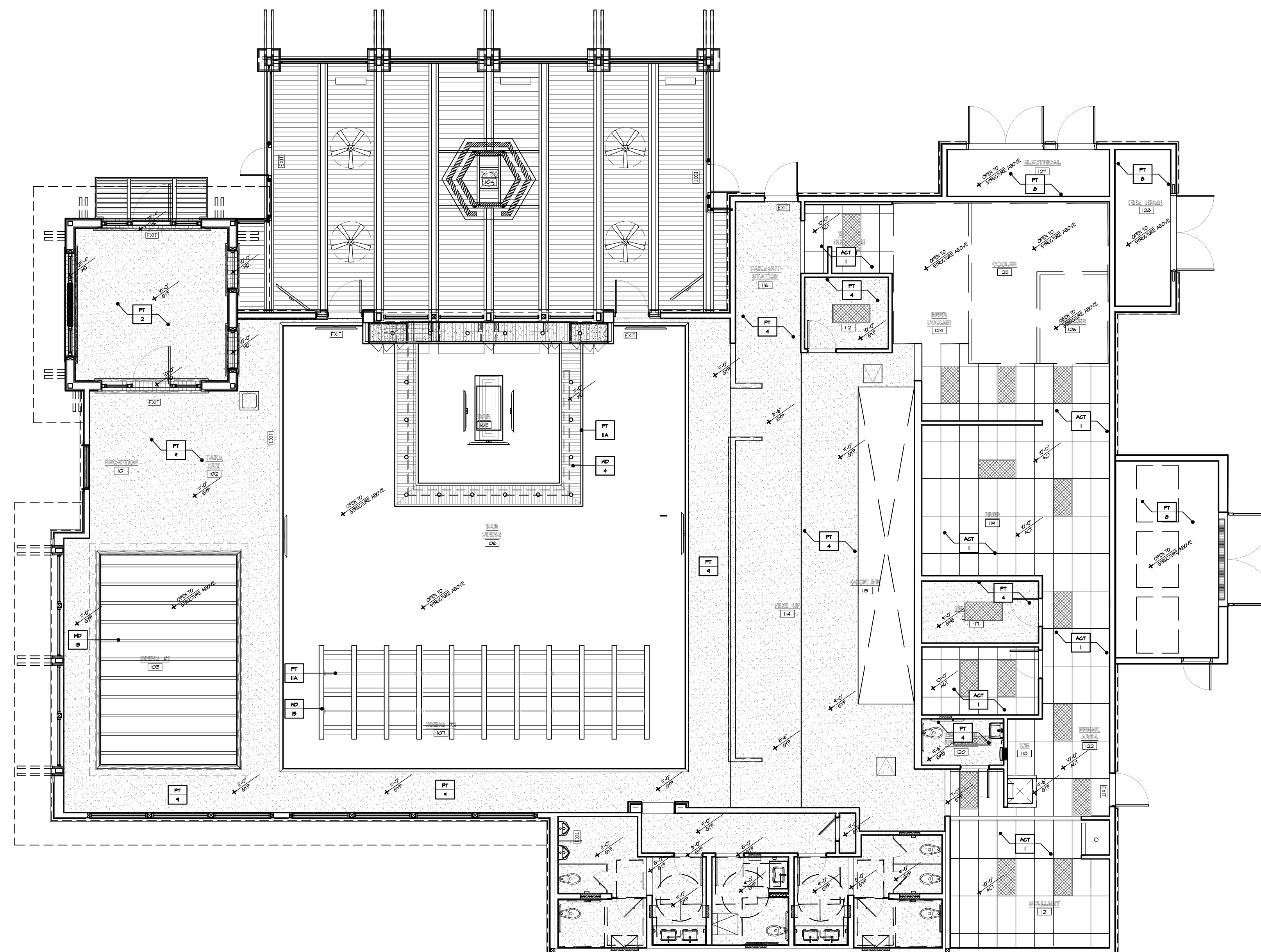
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SCALE
1/8" = 1'

JOB NO.

SHEET NUMBER

DD3.1



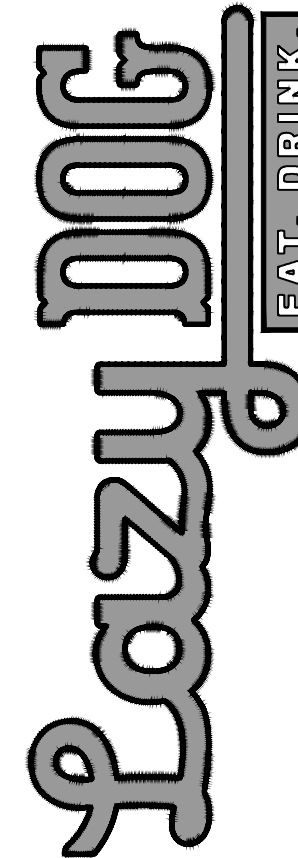
REFLECTED CEILING PLAN



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**51 MCHENRY RD
BUFFALO GROVE, IL 60089**



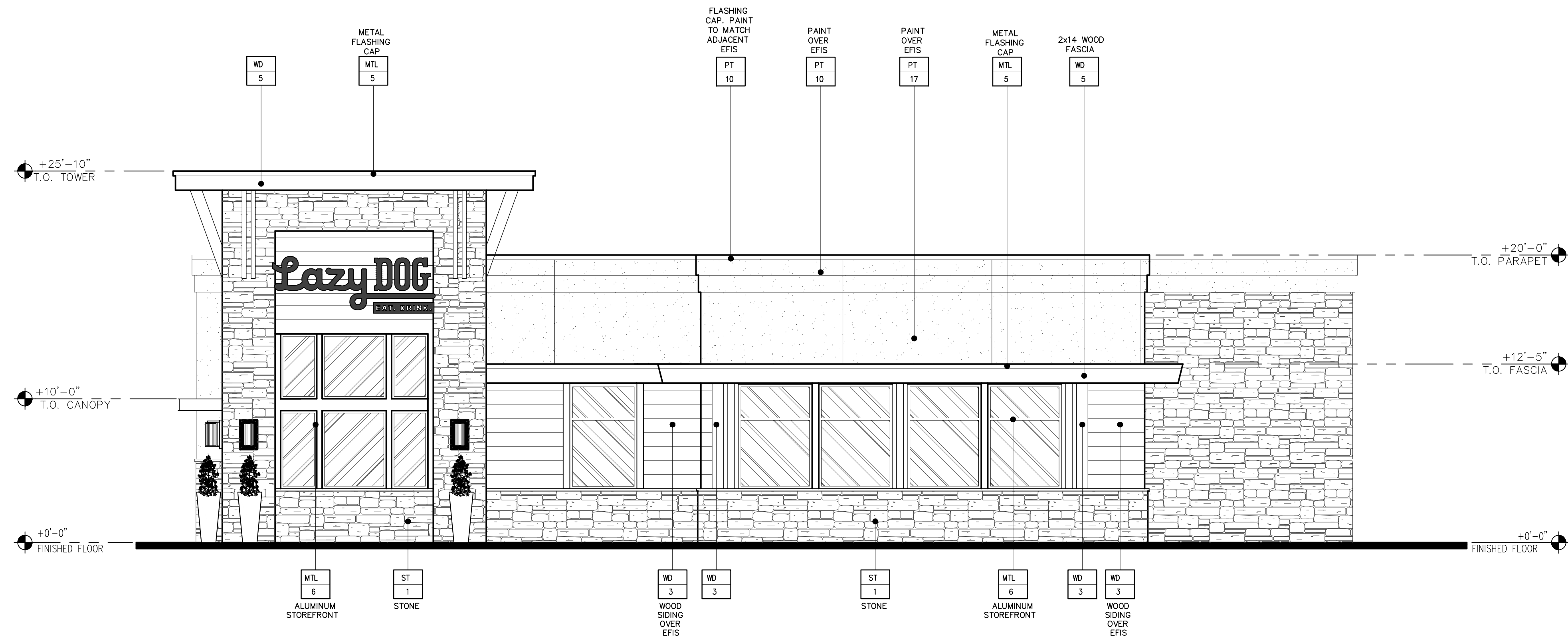
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**EXTERIOR
ELEVATIONS**

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SCALE
 $3/16" = 1'-0"$
JOB NO.

SHEET NUMBER

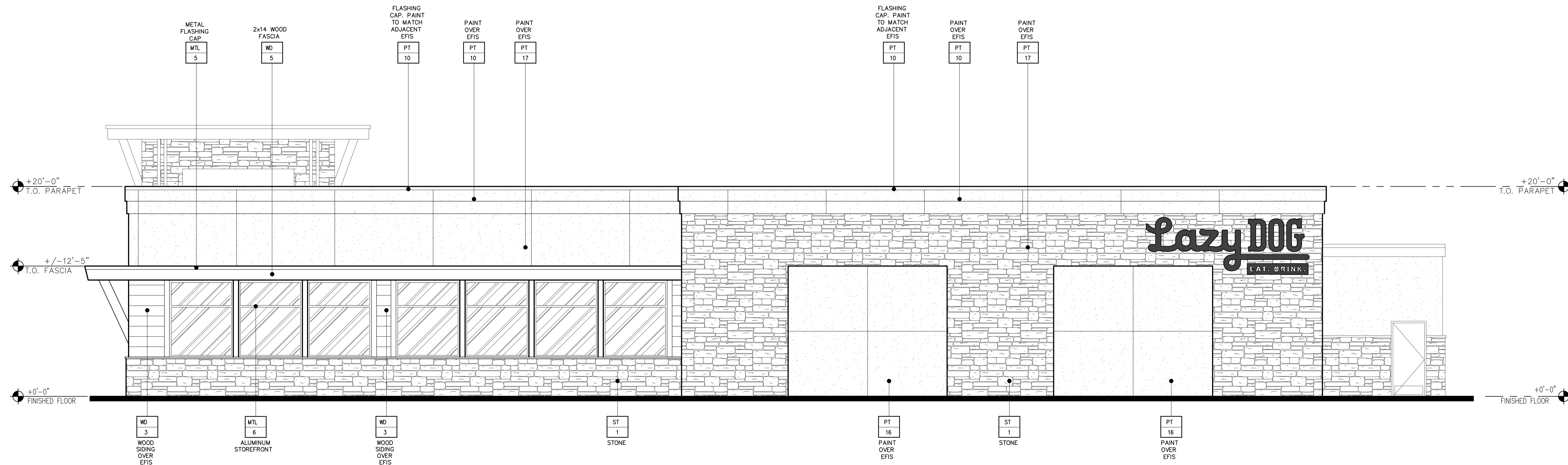
DD4.1

WEST ELEVATION



ST 1	BSTONE VENEER. LAZY DOG CUSTOM BLEND.
MTL 5	BERRIDGE STANDING SEAM METAL ROOF (OR APPROVED EQUAL). COLOR: DEEP RED OR METAL FLASHING/RAIN GUTTER/DOWNSPOUT.
MTL 6	US ALUMINUM STOREFRONT WINDOWS (OR APPROVED EQUAL). COLOR: TO PPG#UC125678XLS DURANAR XL DEEP RED
MTL 14	LOUVERS, PRE-FINISHED FLAT BLACK
WD 1	EXTERIOR WOOD TIMBERS SPECIES: DOUGLAS FIR, VERTICAL GRAIN COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
WD 2	EXTERIOR WOOD CASINGS AT DOORS, WINDOWS AND NICHES SPECIES: BRAZILIAN OAK, SMOOTH FINISH COLOR: GENERAL FINISHES EXTERIOR 450 SUGAR MAPLE
WD 3	EXTERIOR 2x12 DOUGLAS FIR WOOD SIDING. SPECIES: DOUGLAS FIR COLOR: 2 COATS BEHR PREMIUM WEATHER PROOFING ALL-IN-ONE TRANSPARENT, SATIN, "CORDOVAN BROWN" T-104
WD 5	EXTERIOR WOOD FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
WD 6	EXTERIOR GLU-LAM FASCIA SPECIES: DOUGLAS FIR COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
PT 10	PPG W/ FLAT FINISH. COLOR: WINEBERRY (CUSTOM COLOR)
PT 11B	PPG W/ SATIN FINISH. COLOR: 1001-7 BLACK MAGIC
PT 12	PPG W/ FLAT FINISH. COLOR: 1022-4 ROCK SLIDE
PT 14	PPG W/ FLAT FINISH. COLOR: 1021-5 THUNDERBIRD
PT 16	PPG W/ FLAT FINISH. COLOR: 10235-7 OBSIDIAN
PT 17	PPG W/ FLAT FINISH. COLOR: 1080-6 CINNAMON CRUNCH

SOUTH ELEVATION





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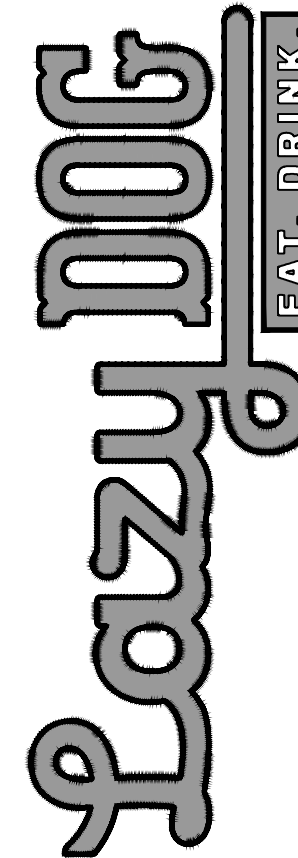
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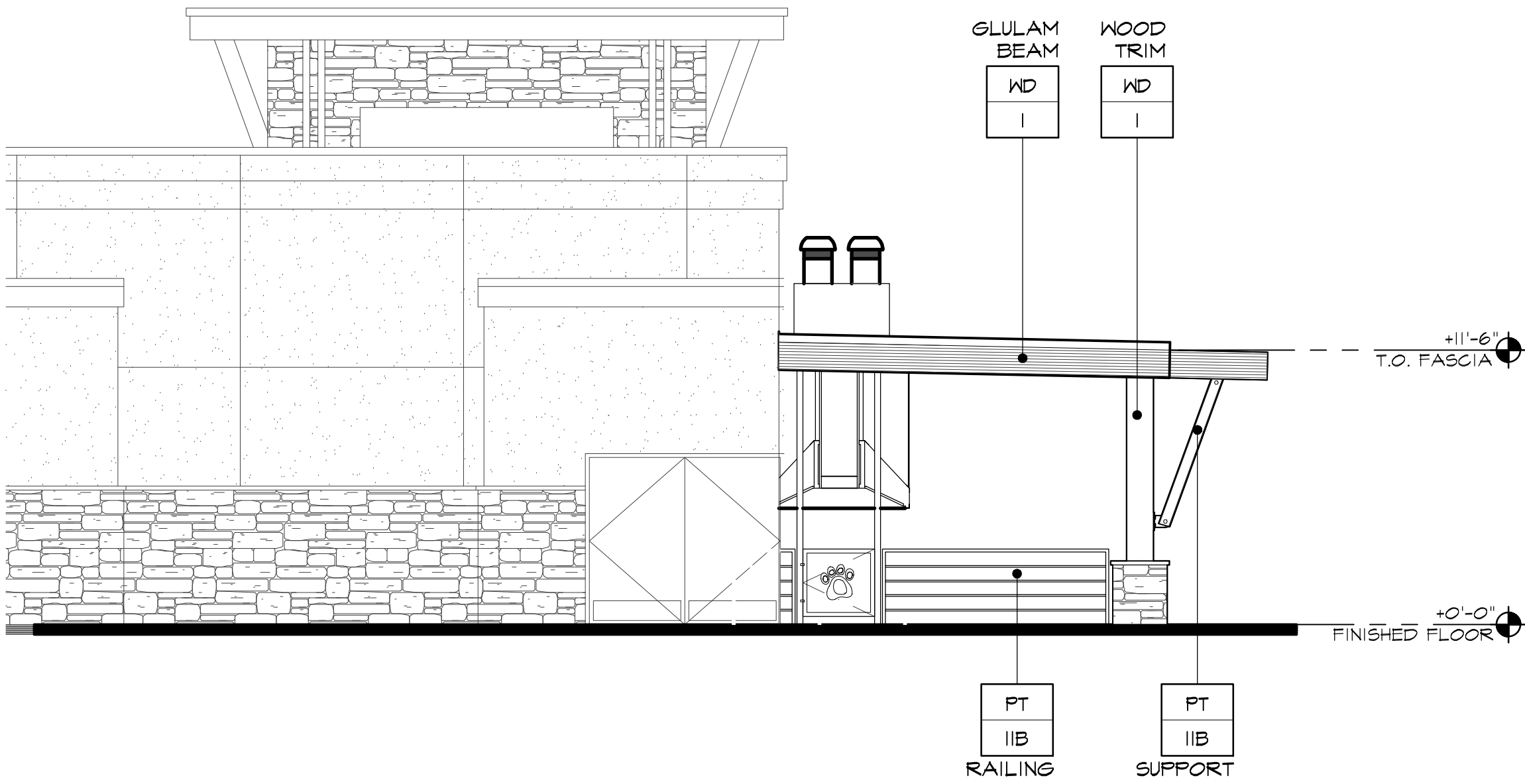


SHEET TITLE
**PATIO
ELEVATIONS**

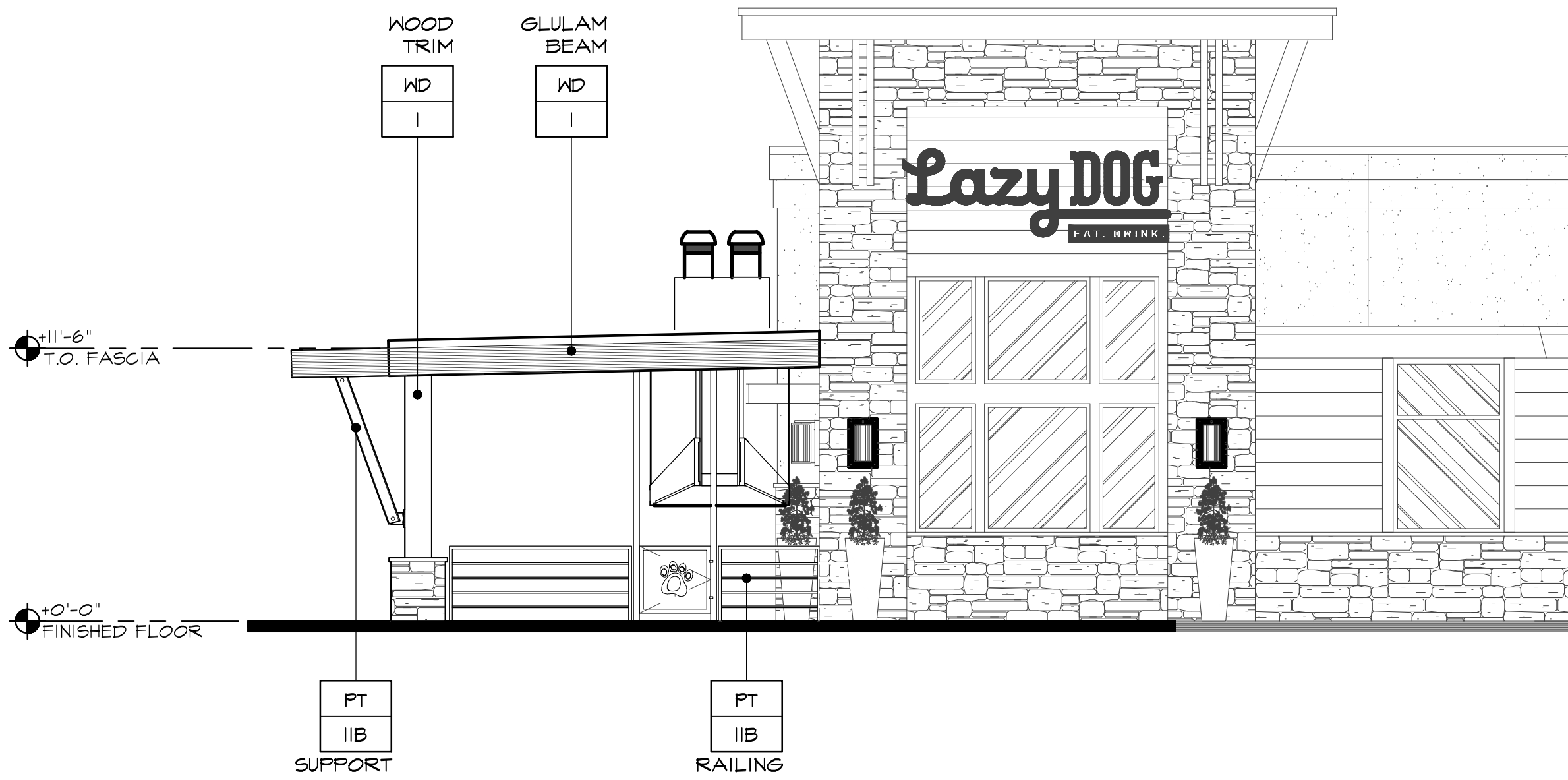
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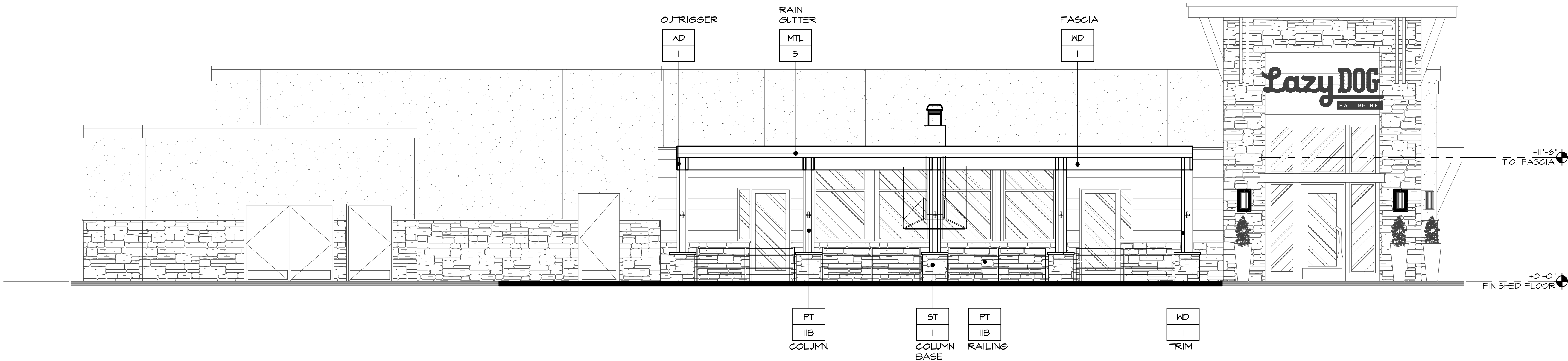
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EAST PATIO ELEVATION



WEST PATIO ELEVATION



NORTH PATIO ELEVATION



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51 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE
EXTERIOR ELEVATIONS

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SHEET NUMBER

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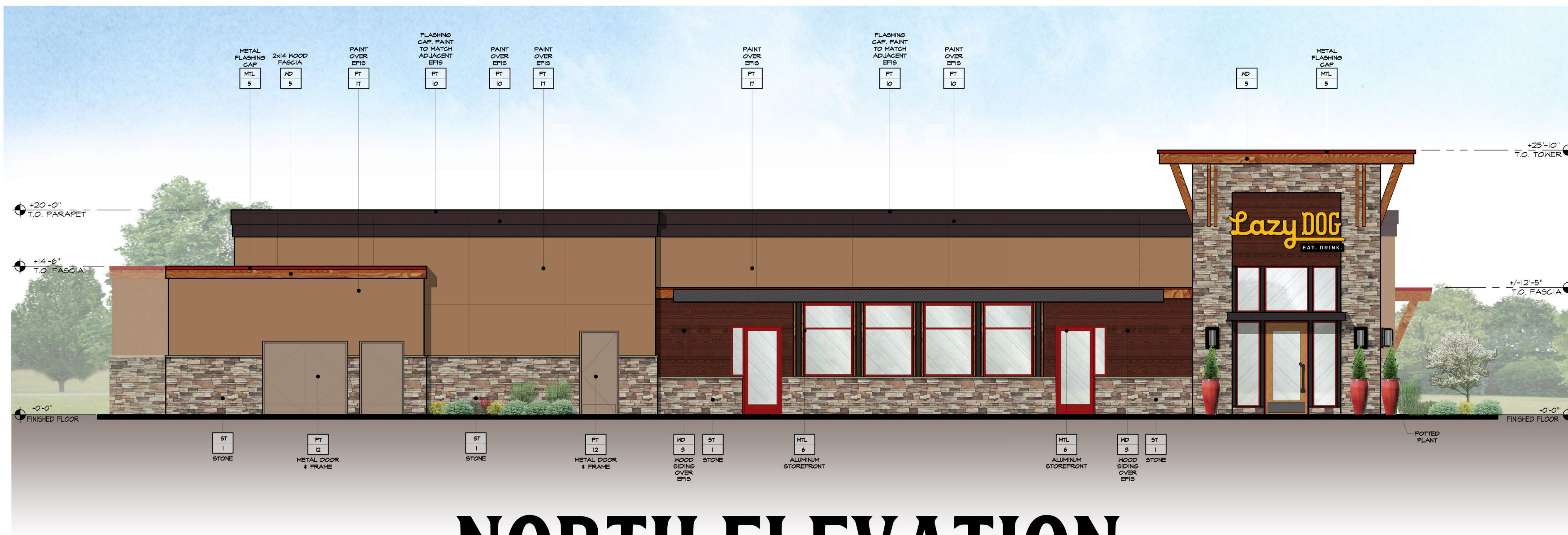
Attachment: Exhibit D, Plan Set (O-2023-126 : Ordinance Approving Prelim Plan, Amendment to PUD with Variations for a Restaurant at 51 McHenry)

EXTERIOR FINISHES

ST 1	STONE VENEER. LAZY DOG CUSTOM BLEND.
MTL 5	BERRIDGE STANDING SEAM METAL ROOF (OR APPROVED EQUAL). COLOR: DEEP RED OR METAL FLASHING/RAIN GUTTER/DOWNSPOUT.
MTL 6	US ALUMINUM STOREFRONT WINDOWS (OR APPROVED EQUAL). COLOR: TO PPG#UC1256T8XL DURANAR XL DEEP RED
MTL 14	LOUVERS, PRE-FINISHED FLAT BLACK
WD 1	EXTERIOR WOOD TIMBERS SPECIES: DOUGLAS FIR, VERTICAL GRAIN COLOR: OLYMPIC ELITE WOODLAND OIL, SATIN, "MOUNTAIN CEDAR", 2 COATS
WD 2	EXTERIOR WOOD CASINGS AT DOORS, WINDOWS AND NICHE SPECIES: BRAZILIAN OAK, SMOOTH FINISH COLOR: GENERAL FINISHES EXTERIOR 450 SUGAR MAPLE
WD 3	EXTERIOR 2x12 DOUGLAS FIR WOOD SIDING SPECIES: DOUGLAS FIR COLOR: 2 COATS BEHR PREMIUM WEATHER PROOFING ALL-IN-ONE TRANSPARENT, SATIN, "CORDOVAN BROWN" T-104
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PT 17	PPG W/ FLAT FINISH. COLOR: 1080-6 CINNAMON CRUNCH



EAST ELEVATION



NORTH ELEVATION



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51 MCHENRY RD
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SHEET TITLE
EXTERIOR ELEVATIONS

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SCALE
3/16" = 1'-0"
JOB NO.

SHEET NUMBER

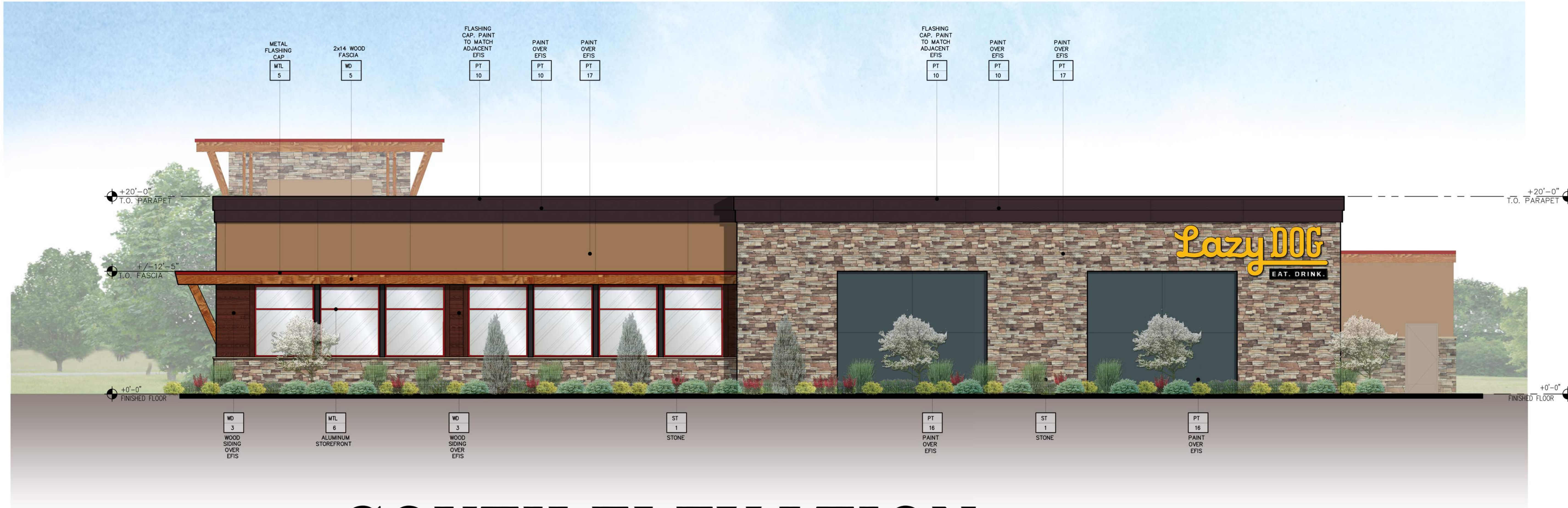
DD4.1

EXTERIOR FINISHES

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WEST ELEVATION



SOUTH ELEVATION



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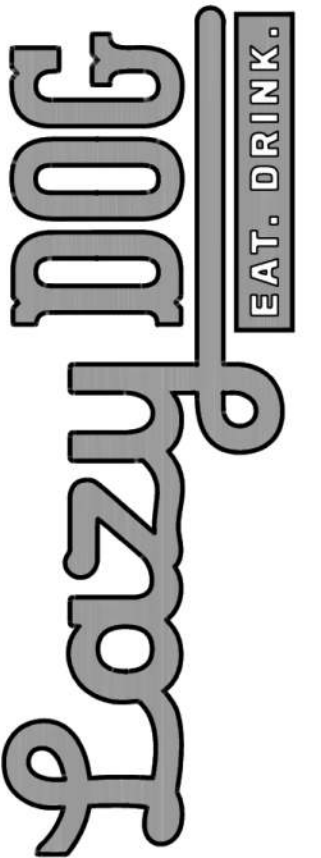
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51 MCHENRY RD
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SHEET TITLE
**PATIO
ELEVATIONS**

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RAF/DM
SCALE
3/16" = 1'-0"
JOB NO.

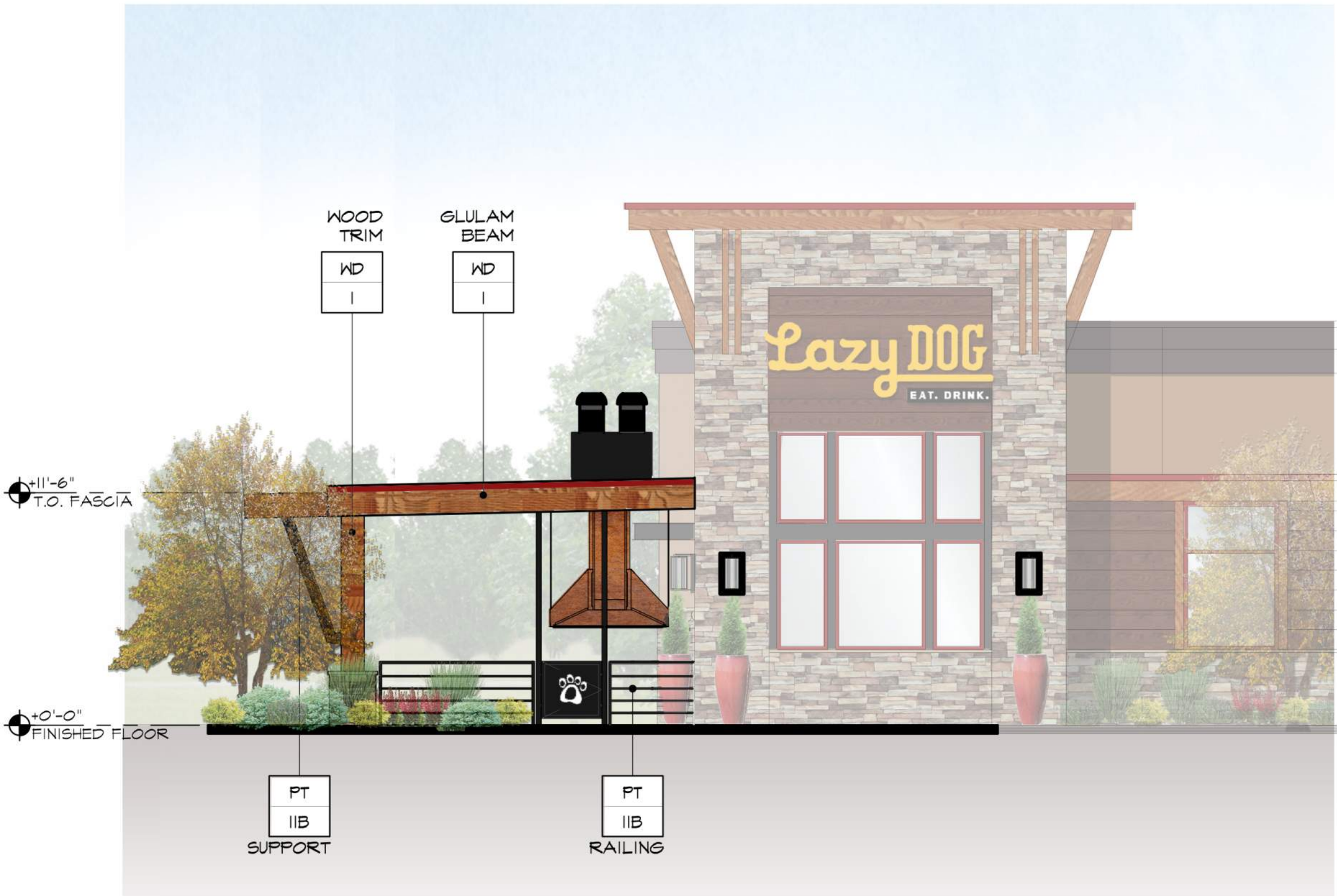
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DD4.2

Attachment: Exhibit B. Plan Set (O-2023-126 : Ordinance Approving Prelim Plan, Amendment to PUD with Variations for a Restaurant at 51 McHenry)



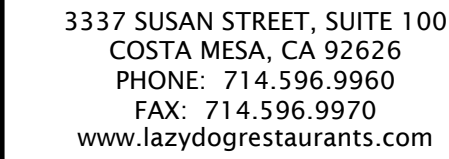
EAST PATIO ELEVATION



WEST PATIO ELEVATION



NORTH PATIO ELEVATION



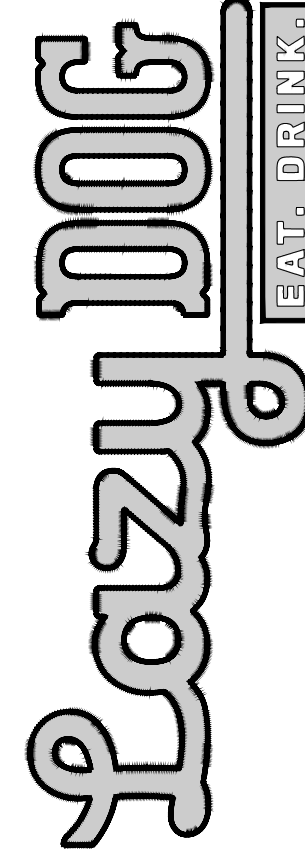
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[illegible]

53 MCHENRY RD
PALO GROVE, IL 60089



SHEET TITLE

PRELIMINARY LANDSCAPE PLAN

DRAWN BY

KL
CHECKED BY

SSA

SCALE
1"=10' 0"

JOB NO.

SHEET NUMBER

L-1

SYMBOL	SIZE	BOTANICAL NAME	COMMON NAME	QUANTITY
TREES				
	3" GAL	AMELANCHIER CANADENSIS	SHAD-BLOW SERVICEBERRY	3
	6" HT	PICEA P. 'ISELI FASTIGATE'	ISELI COLORADO SPRUCE	1
	6" HT	PINUS N. 'OREGON GREEN'	AUSTRIAN PINE	9
SHRUBS				
	1 GAL	CALLUNA VULGARIS	SCOTCH HEATHER	44
	5 GAL	MIX OF 'WYNANDA' AND 'LADY IN WHITE'		
	5 GAL	CORNUS S. 'KELSEY'	DWARF RED OSIER DOGWOOD	41
	5 GAL	DAPHNE O. 'MOONLIGHT PARFAIT'	WINTER DAPHNE	11
	5 GAL	DRYOPTERIS ERYTHROSA	AUTUMN FERN	1
	15 GAL	HAMAMELIS 'ARNOLD PROMISE'	WITCH HAZEL	1
	5 GAL	ILEX VERTICILLATA	WINTERBERRY	4
	1 GAL	PHYGELIUS 'COLORBURST' HYBRIDS	CAPE FUCHSIA	36
	5 GAL	MIX OF COLORBURST YELLOW, ORANGE, DEEP RED & ROSE		
	5 GAL	PICEA P. 'GLOBOSA'	DWARF GLOBE BLUE SPRUCE	9
	5 GAL	PINUS M. 'BIG TUNA'	MUGO PINE	5
	5 GAL	PRUNUS L. 'MOUNT VERNON'	ENGLISH LAUREL	28
GRASSES				
	4" POT	BOUTELOUA G. 'BLONDE AMBITION'	BLUE GRAMA GRASS	14
	4" POT	CAREX GLAUCA	BLUE SEDGE	120
	1 GAL	DESCHAMPSIA C. 'SCHOTTLAND'	SCOTTISH TUFTED HARRIGRASS	32
	1 GAL	PANICUM V. 'HEAVY METAL'	BLUE SWITCH GRASS	21

4- (69) EA. BOULDERS TO BE MIN. 2'-3" DIAMETER FROM LOCAL SOURCE. BOULDERS SIZES SHALL BE +/-45% LARGER BOULDERS AND +/- 55% SMALLER BOULDERS, UNLESS DIRECTED OTHERWISE BY OWNER'S REPRESENTATIVE. BOULDERS' QUANTITY AND LAYOUT IS FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL CONTACT PAMELA JENSEN, Email: emeraldacsegardens@gmail.com Cell: (714) 623-4954 TO ENSURE THE CORRECT BOULDERS ARE ORDERED.

4/- 3" DEPTH OF 1"-2" SIZE RIVER ROUND ROCK. RIVER ROUND ROCK AREAS SHALL BE INSTALLED ON TOP OF 'GORILLA HAIR' MULCH. ALL PLANTING AREAS INCLUDING RIVER ROUND ROCK AREAS SHALL RECEIVE 3" DEPTH 'GORILLA HAIR' MULCH OR APPROVED EQUAL.

 STONE BENCH. INSTALL IN PLANTERS.

○ (2) - 31" dia. PRECAST POT BY: ASIAN CERAMICS, MODEL NO.: 5-6090, RUSTIC, SIZE I (FOR PATIO), OR APPROVED EQUAL. CONTACT: LYNN DE LA PENA, (626) 449-6800.

○ (5) - 26" dia. PRECAST POT BY: ASIAN CERAMICS, MODEL NO.: 5-6070, COPPER RED, SIZE I (FOR ENTRY), OR APPROVED EQUAL. CONTACT: LYNN DE LA PENA, (626) 449-6800

ORDER POTS EARLY TO ALLOW TIME FOR DELIVERY AND POTENTIAL REPLACEMENT. COPY PAMELA JENSEN,
Email: emeraldacegardens@gmail.com
Cell: (714) 623-9954 TO ENSURE THE CORRECT PLANTERS ARE ORDERED.

CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES PRIOR TO ANY DIGGING. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGE CAUSED BY FAILURE TO DO SO.

PLANT MAINTENANCE WORK SHALL CONSIST OF APPLYING WATER, WEEDING, FERTILIZING PER SPECIFICATIONS.

THE ENTIRE PROJECT IS TO BE MAINTAINED FOR A PERIOD OF 60 CALENDAR DAYS, COMMENCING FROM THE TIME ALL ITEMS OF WORK HAVE BEEN COMPLETED TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.

CONTRACTOR SHALL BE RESPONSIBLE FOR DISEASE AND PEST CONTROL DURING THE MAINTENANCE PERIOD.

CONTRACTOR SHALL RAISE OR LOWER SPRINKLER HEADS TO PROPER
LEVEL IF PLANT MATERIAL OBSTRUCTS FULL COVERAGE.

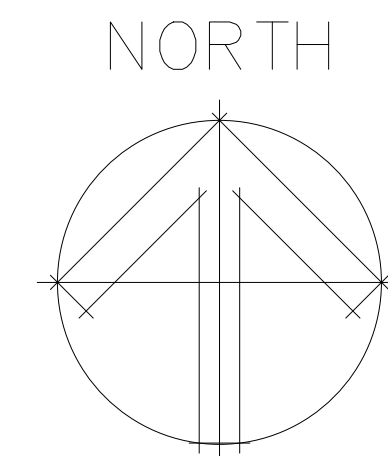
CONTRACTOR TO VERIFY WITH SOIL ANALYSIS, THE SOIL AMENDMENT AND CONTACT THE LANDSCAPE ARCHITECT IF THERE ARE ANY INADEQUATE AMENITIES.

ALL SHRUBS AND GROUND COVER TO BE INSTALLED 1" ABOVE BACKFILL GRADE. COMPACT BACKFILL TO REMOVE MAJOR SETTLING OF PLANT MATERIAL.

PLANTS CALLED OUT ON PLAN ARE CONSIDERED IN CLUSTERS EVEN IF NOT ATTACHED BY CONNECTING LINES. CALLOUTS WILL HAVE TOTAL COUNTS NEEDED.

ALL TREES WITHIN FIVE FEET (5') OF HARDSCAPE OR WALLS TO BE
INSTALLED WITH A ROOT BARRIER.

CONTRACTOR SHALL ENSURE THAT ALL TOP SOILS HAVE A MINIMUM OF 4" HORIZONTAL SEPARATION FROM BUILDING WEEP SCREED AND ALL SOIL SHALL SLOPE AWAY FROM THE BUILDING.





3337 SUSAN STREET, SUITE 100
COSTA MESA, CA 92626
PHONE: 714.596.9960
FAX: 714.596.9970
www.lazydogrestaurants.com

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Amelanchier canadensis
Shadblow Serviceberry



Picea p. 'Iseli fastigate'
Iseli Colorado Spruce



Pinus n. 'Oregon Green'
Austrian Pine



Bouteloua g. 'Blonde Ambition'
Blue Grama Grass



Calluna vulgaris
Scotch Heather



Carex glauca
Blue Sedge



Cornus s. 'Kelsey'
Kelsey's Dwarf Red Osier
Dogwood



Daphne o. 'Moonlight Parfait'
Winter Daphne



Deschampsia c. 'Schottland'
Scottish
Tufted Hair Grass



Dryopteris erythrosa
Autumn Fern



Hamamelis 'Arnold's Promise'
Witch Hazel



Ilex verticillata
Winterberry



Panicum v. 'Heavy Metal'
Blue Switch Grass



Phygelius sp.
Cape Fuchsia



Picea p. 'Globosa'
Dwarf Globe Blue Spruce



Pinus m. 'Big Tuna'
Mugo Pine



Prunus l. 'Mount Vernon'
English Laurel

51 MCHENRY RD
BUFFALO GROVE, IL 60089

Lazy DogEAT. DRINK.

SHEET TITLE
PRELIMINARY
LANDSCAPE
PHOTOS

DRAWN BY
KL
CHECKED BY
SSA
SCALE
1"=10'-0"
JOB NO.

SHEET NUMBER

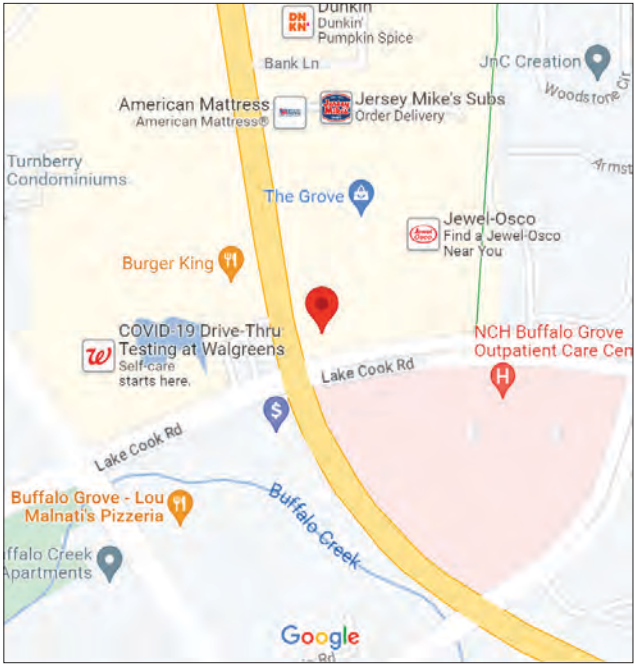
L-2

Prepared for:

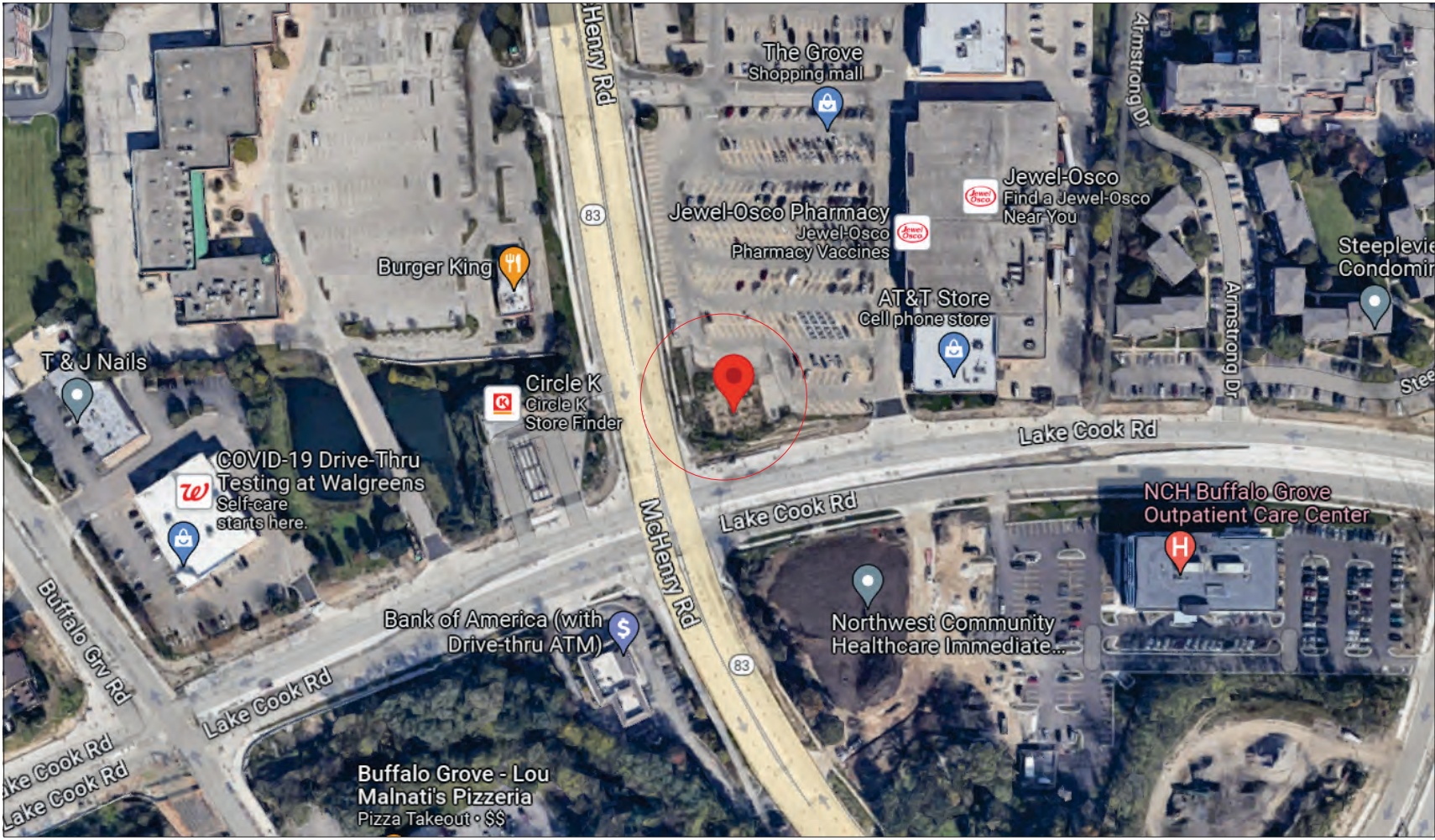
Lazy Dog

Buffalo Grove
51 McHenry Road
Buffalo Grove, IL 60089





1 VICINITY MAP
SCALE: NTS



2 AERIAL VIEW
SCALE: NTS

Location:

Lazy Dog
Buffalo Grive
51 McHenry Road
Buffalo Grove, IL 60089

Revision:

1)MG:9/18/23:Add rev site plan
2)PM:10/05/23:Update elevations

- ☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Drawing No: 23-2419-R02
Date: 09.10.2023
Page No: SP1.00

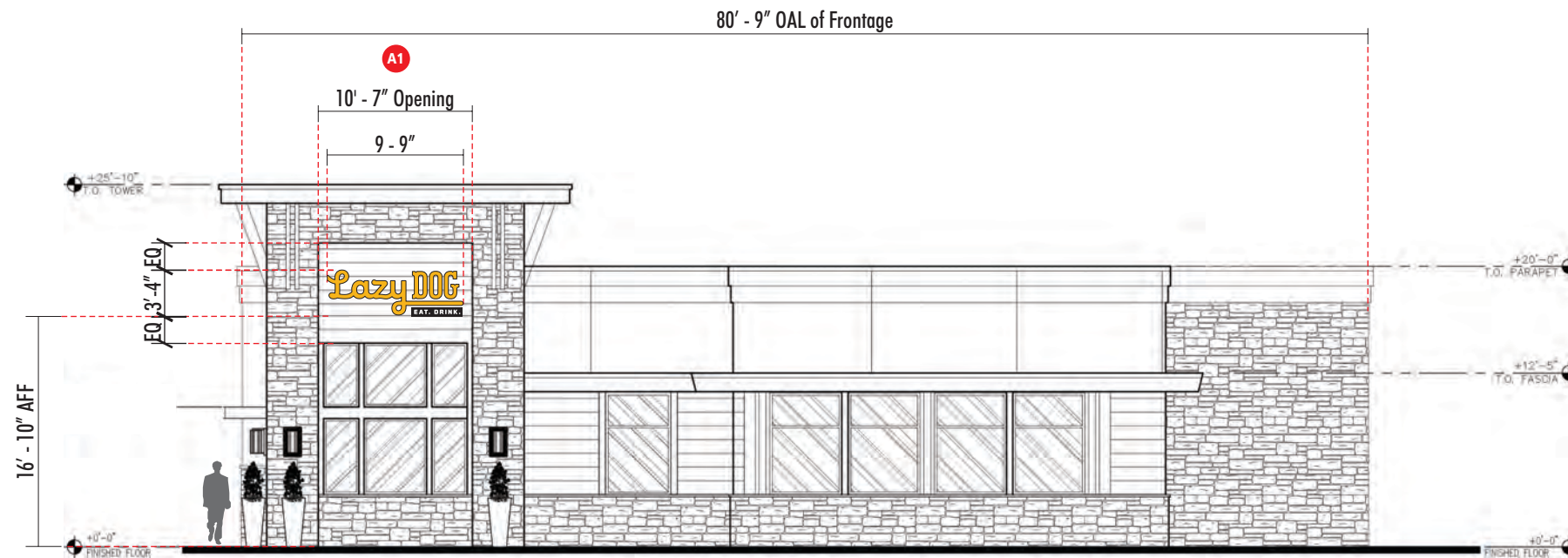


TO GO/TAKEOUT
PARKING, 5 SPACES

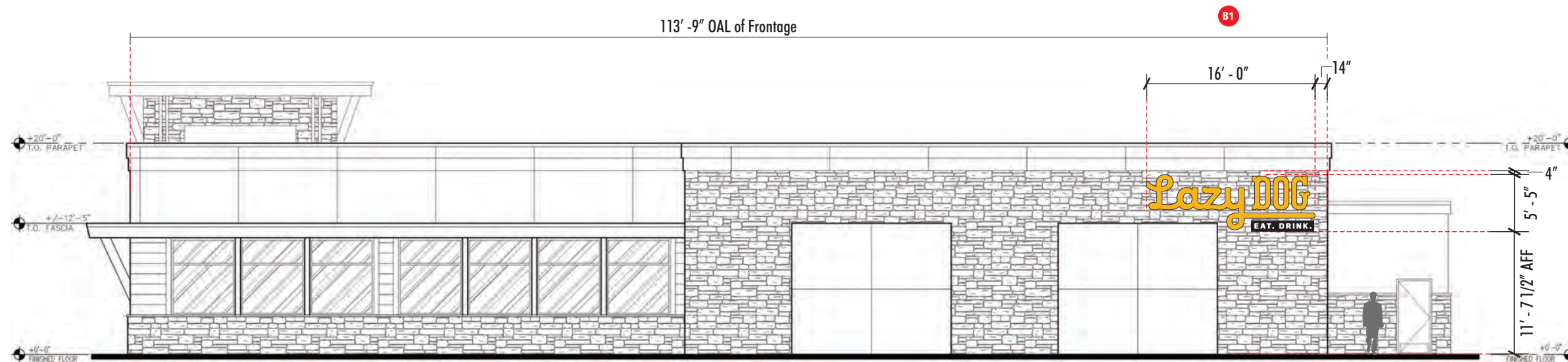
LAZY DOG LIMITS OF CONSTRUCTION

1) SITE PLAN
SCALE: NTS





1 CONTEXT ELEVATION (WEST ELEVATION)
SCALE: 1" = 12' - 0"



2 CONTEXT ELEVATION (SOUTH ELEVATION)
SCALE: 1" = 12' - 0"

Location:

Lazy Dog
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51 McHenry Road
Buffalo Grove, IL 60089

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234.458.0990

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Location:

Lazy Dog
Buffalo Grive
51 McHenry Road
Buffalo Grove, IL 60089

Revision:

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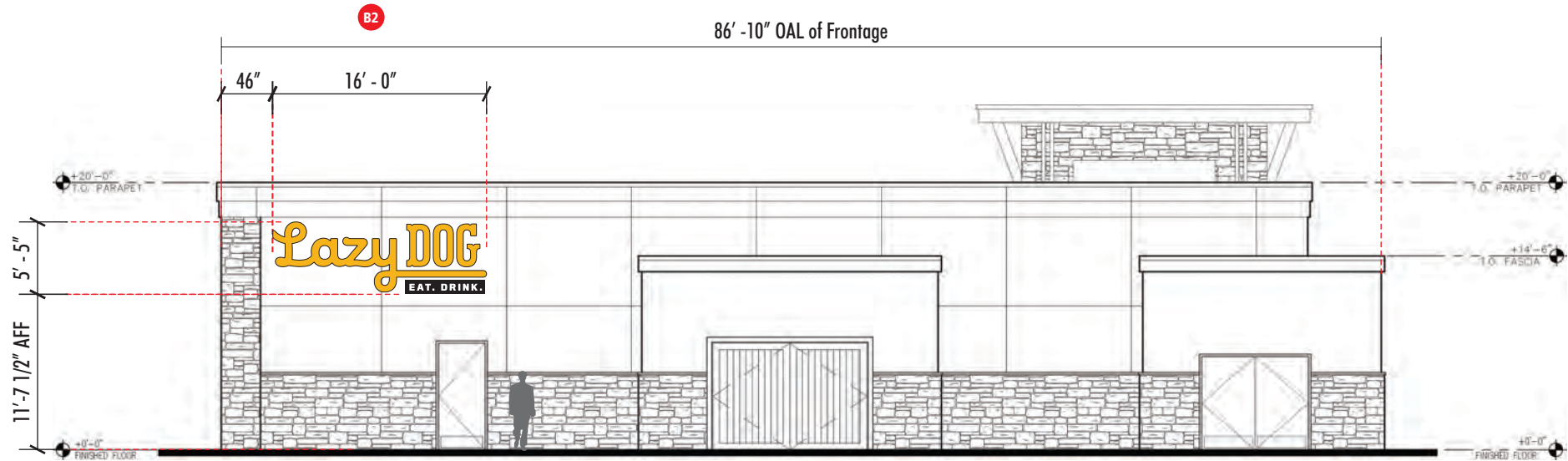
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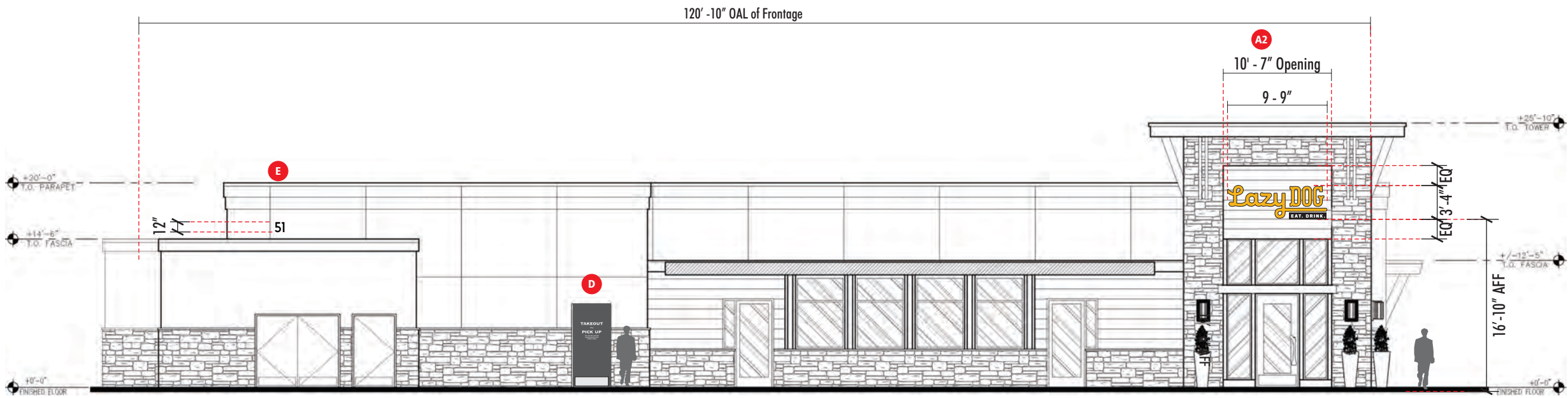
Drawing No: 23-2419-R02

Date: 09.10.2023

Page No: 1.01



1 CONTEXT ELEVATION (EAST ELEVATION)
SCALE: 1" = 12' - 0"



2 CONTEXT ELEVATION (NORTH ELEVATION)
SCALE: 1" = 12' - 0"

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51 McHenry Road
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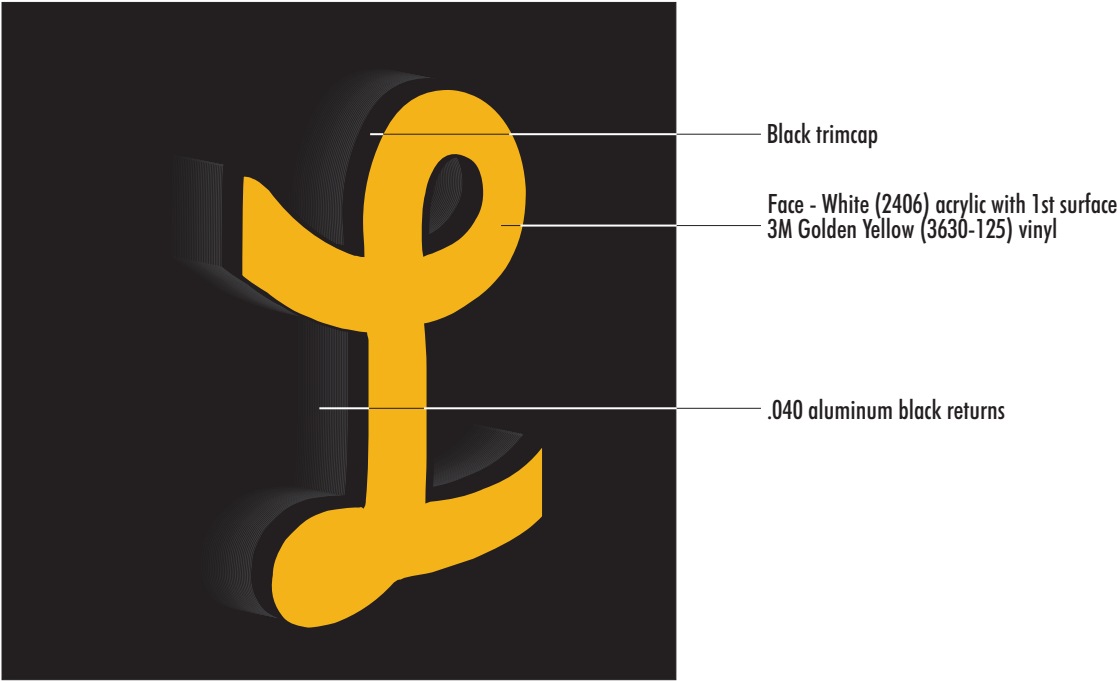
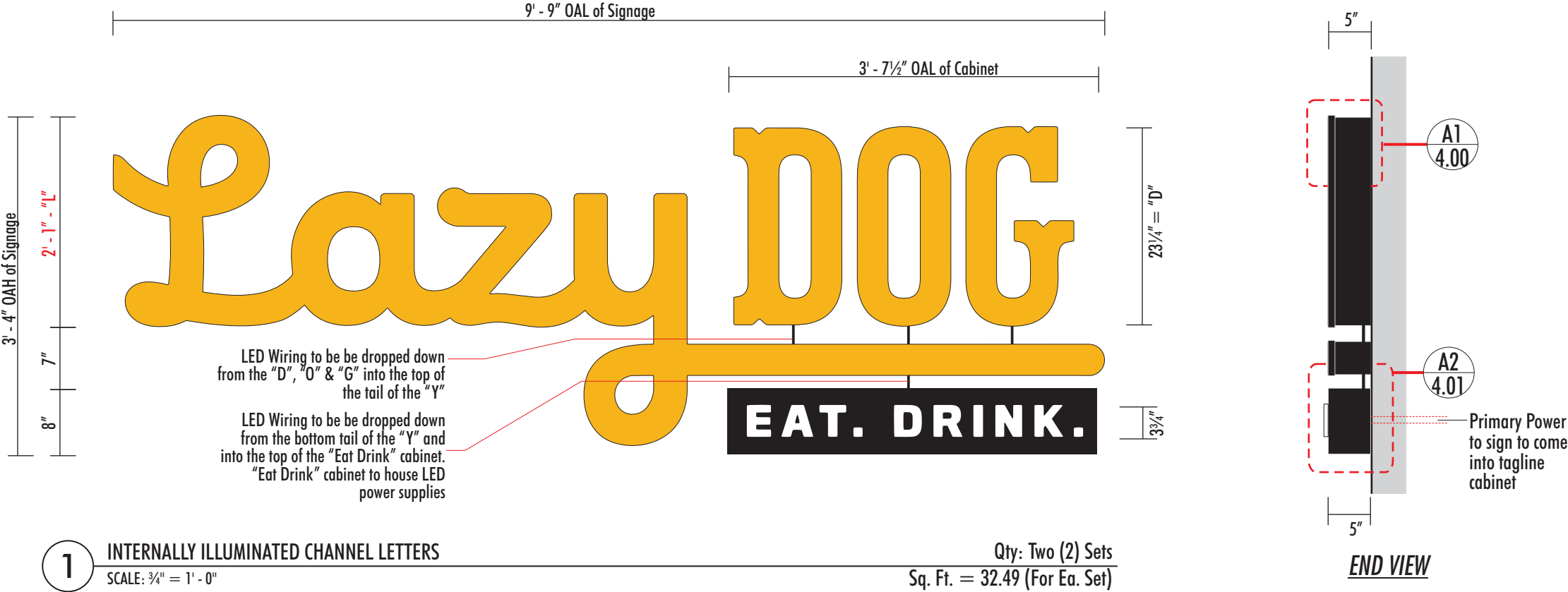
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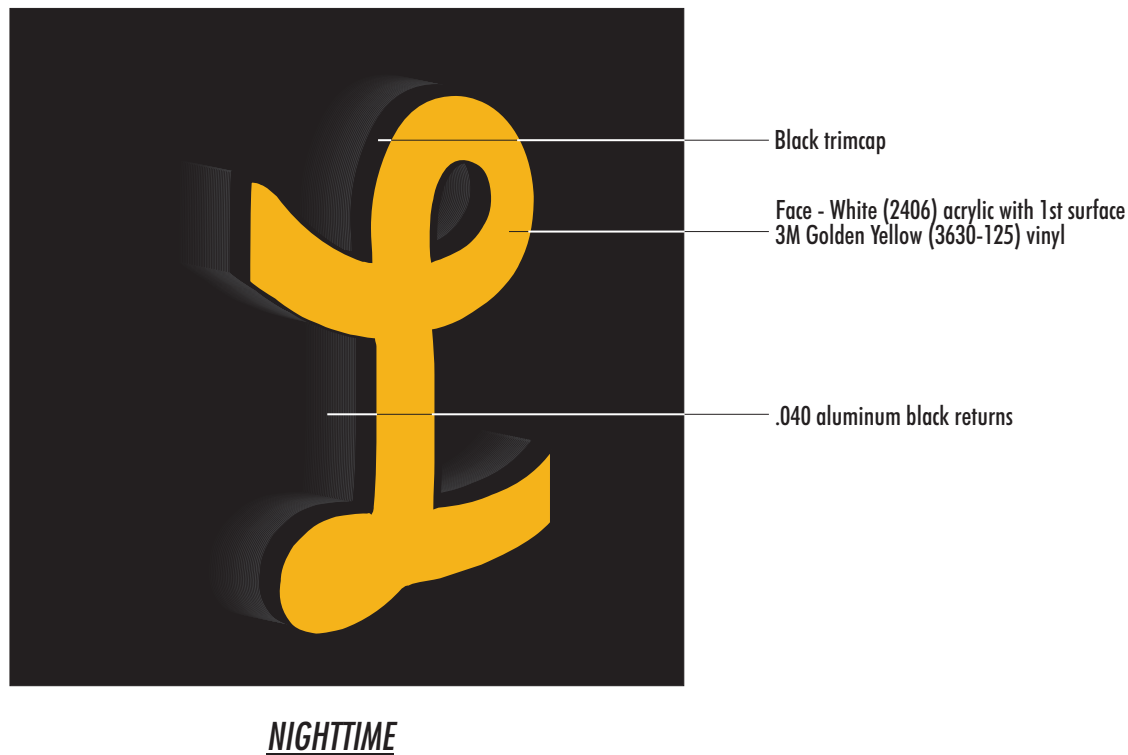
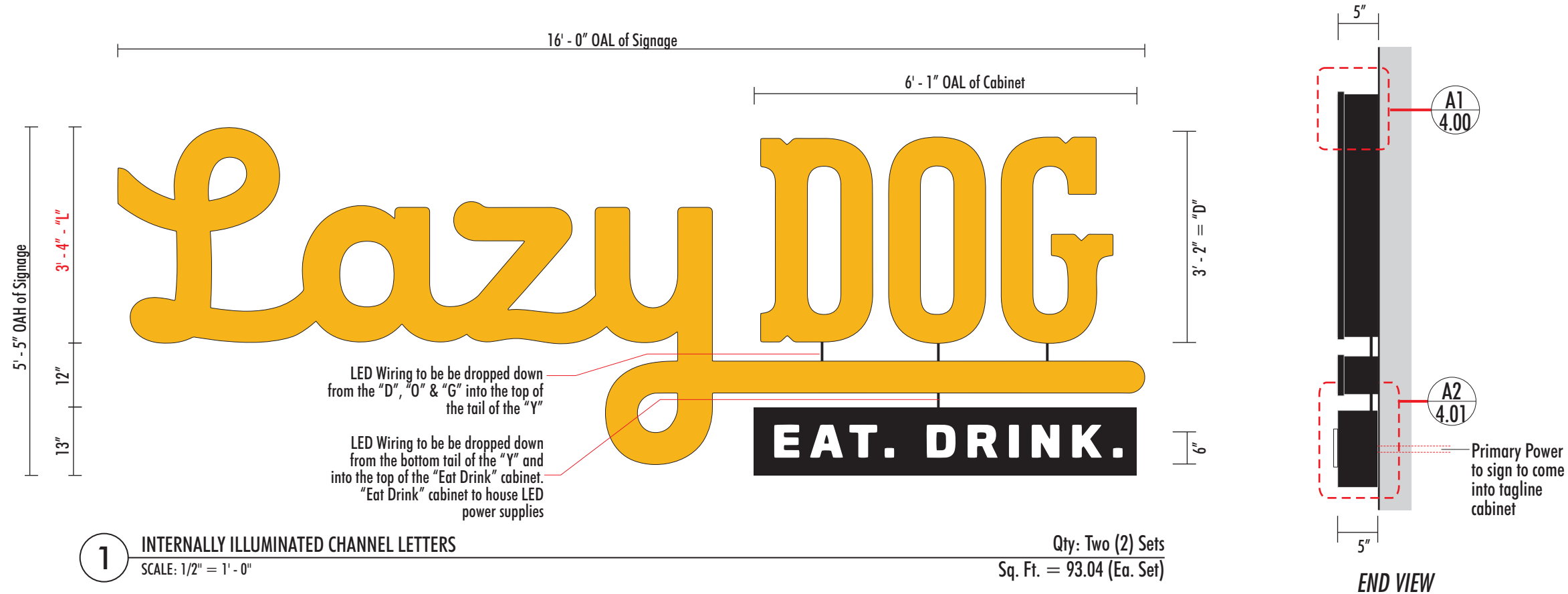
Date: 09.10.2023

Page No: 2.00



NIGHTTIME





EXAMPLE OF SIGN LAYOUT ON BUILDING (TYP)

B1 B2

FIRST & MAIN 9.A.c

SIGNAGE FOR MODERN BRANDS

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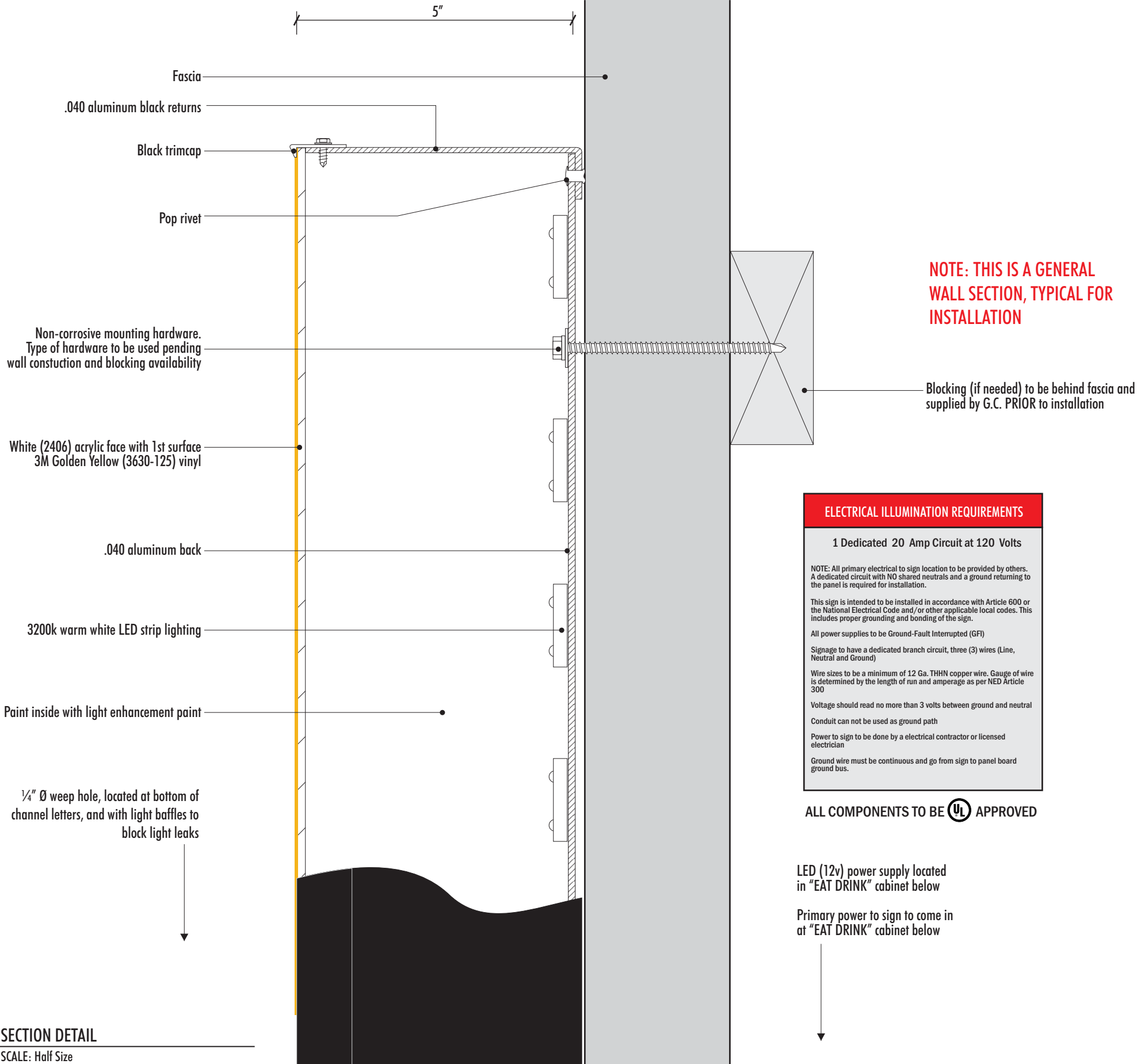
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Date: 09.10.2023
Page No: 4.00

A1 SECTION DETAIL
SCALE: Half Size



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Date:	09.10.2023
Page No:	4.01

ELECTRICAL ILLUMINATION REQUIREMENTS

1 Dedicated 20 Amp Circuit at 120 Volts (FOR EACH SIGN)

NOTE: All primary electrical to sign location to be provided by others. A dedicated circuit with NO shared neutrals and a ground returning to the panel is required for installation.

This sign is intended to be installed in accordance with Article 600 or the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

All power supplies to be Ground-Fault Interrupted (GFI)

Signage to have a dedicated branch circuit, three (3) wires (Line, Neutral and Ground)

Wire sizes to be a minimum of 12 Ga. THHN copper wire. Gauge of wire is determined by the length of run and amperage as per NED Article 300

Voltage should read no more than 3 volts between ground and neutral

Conduit can not be used as ground path

Power to sign to be done by a electrical contractor or licensed electrician

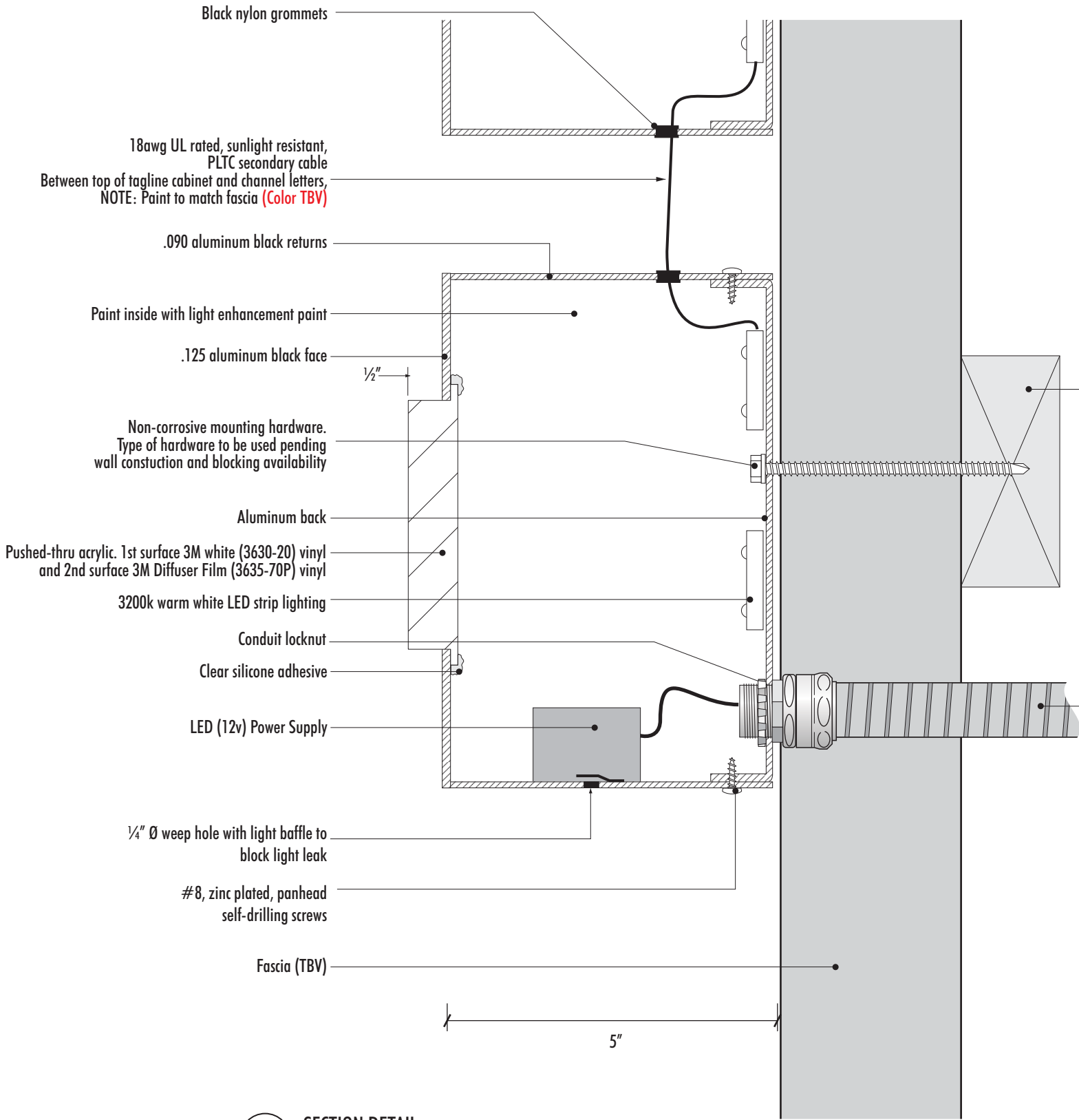
Ground wire must be continuous and go from sign to panel board ground bus.

ALL COMPONENTS TO BE  APPROVED

Blocking (if needed) to be behind fascia and supplied by G.C. PRIOR to installation

Primary electrical (120v) thru liquid tight conduit. To be supplied by G.C. PRIOR installation

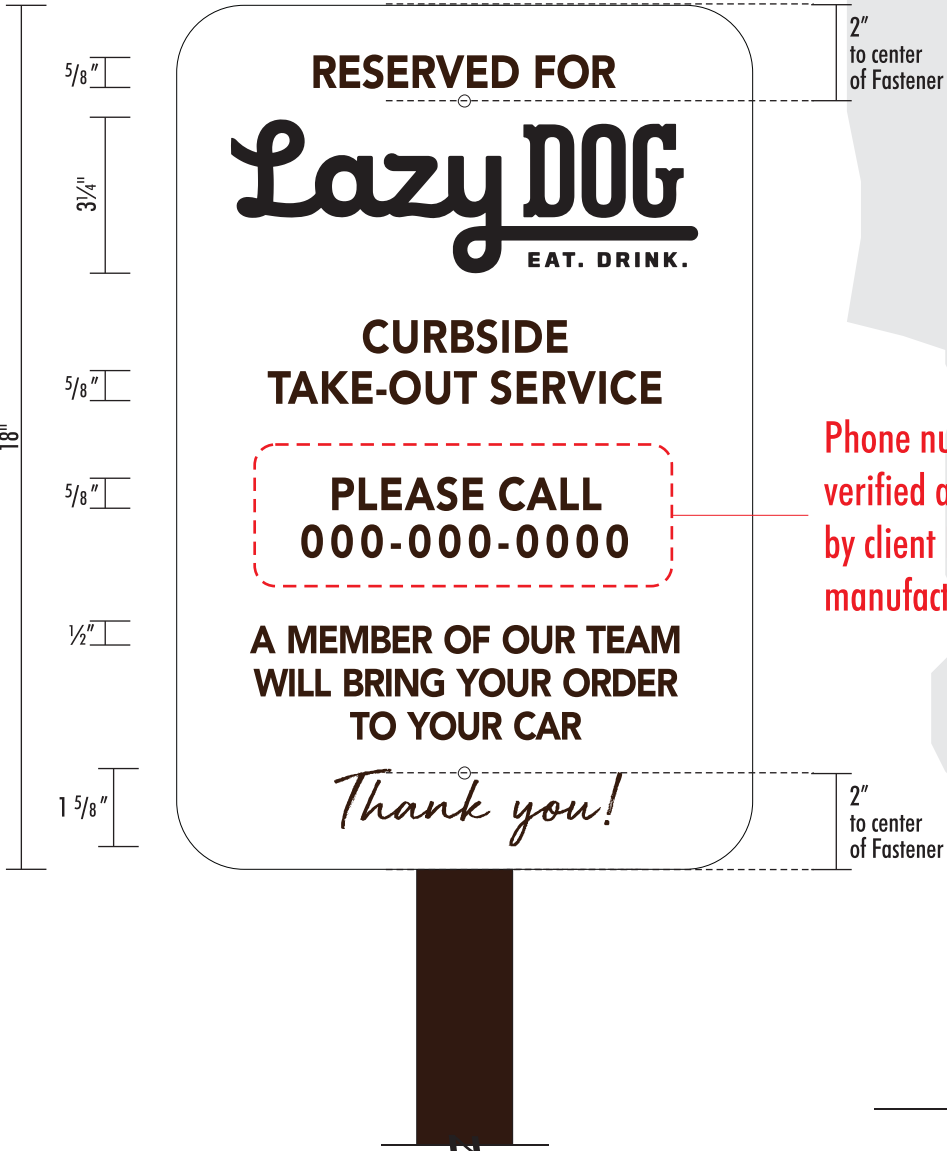
NOTE: THIS IS A GENERAL WALL SECTION, TYPICAL FOR INSTALLATION



A2 SECTION DETAIL
SCALE: Half Size



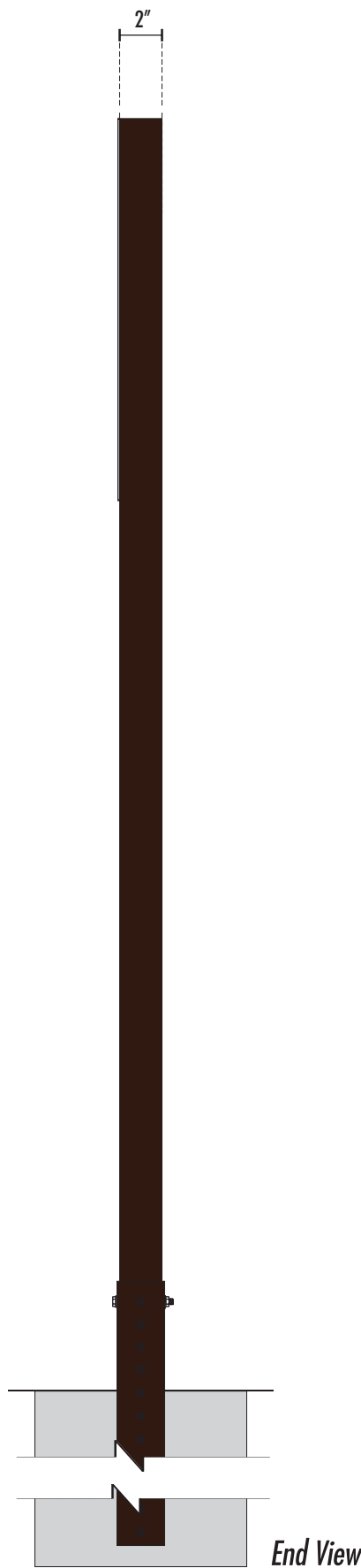
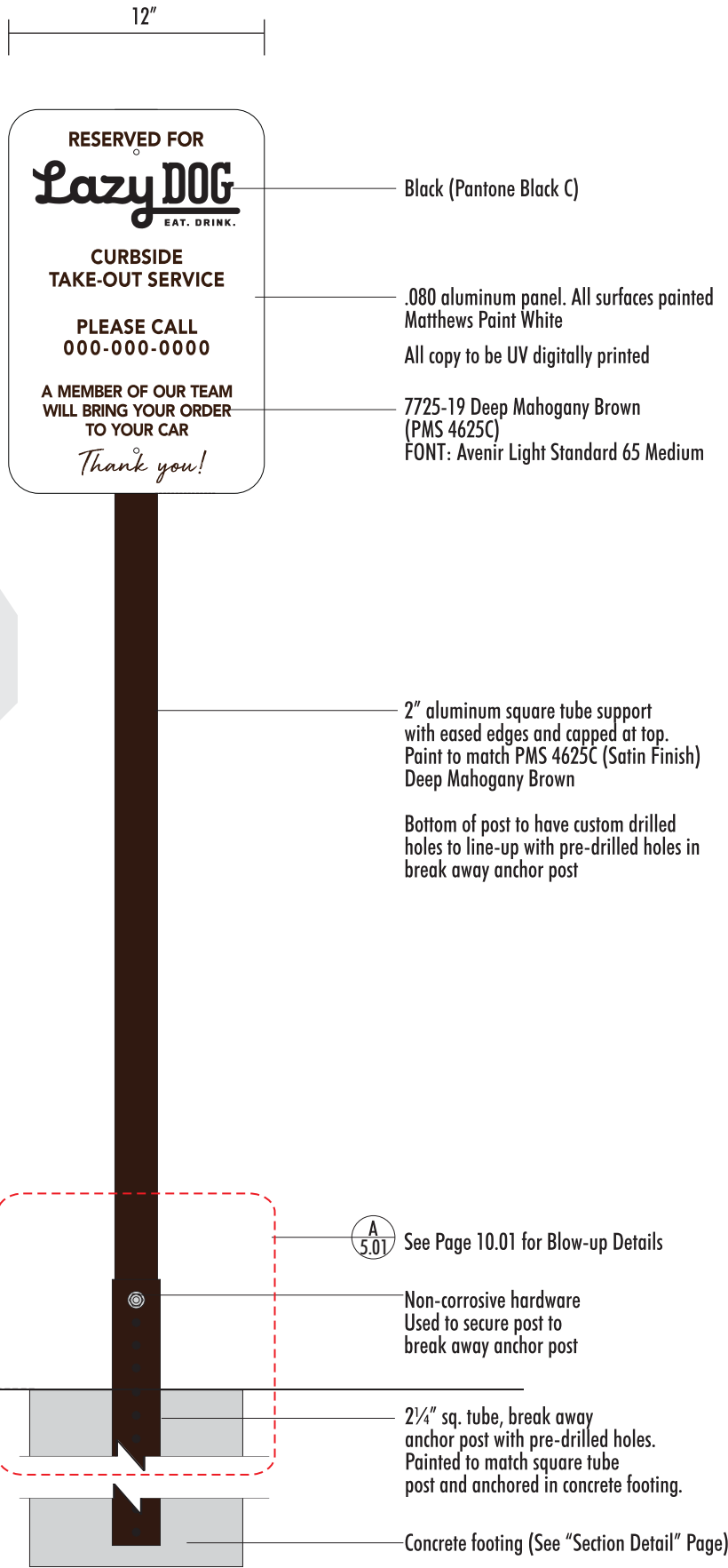
EXAMPLE OF PARKING SIGN PLAQUE (Mounting Varies Per Locations)



1 TAKE OUT PARKING SIGN
SCALE: 3" = 1' - 0"

Qty: Five (5)

2 ELEVATION - FRONT VIEW
SCALE: 1 1/2" = 1' - 0"



C

Location:

Lazy Dog
Buffalo Grive
51 McHenry Road
Buffalo Grove, IL 60089

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Drawing No: 23-2419-R02

Date: 09.10.2023

Page No: 5.00

Location:

Lazy Dog
Buffalo Grive
51 McHenry Road
Buffalo Grove, IL 60089

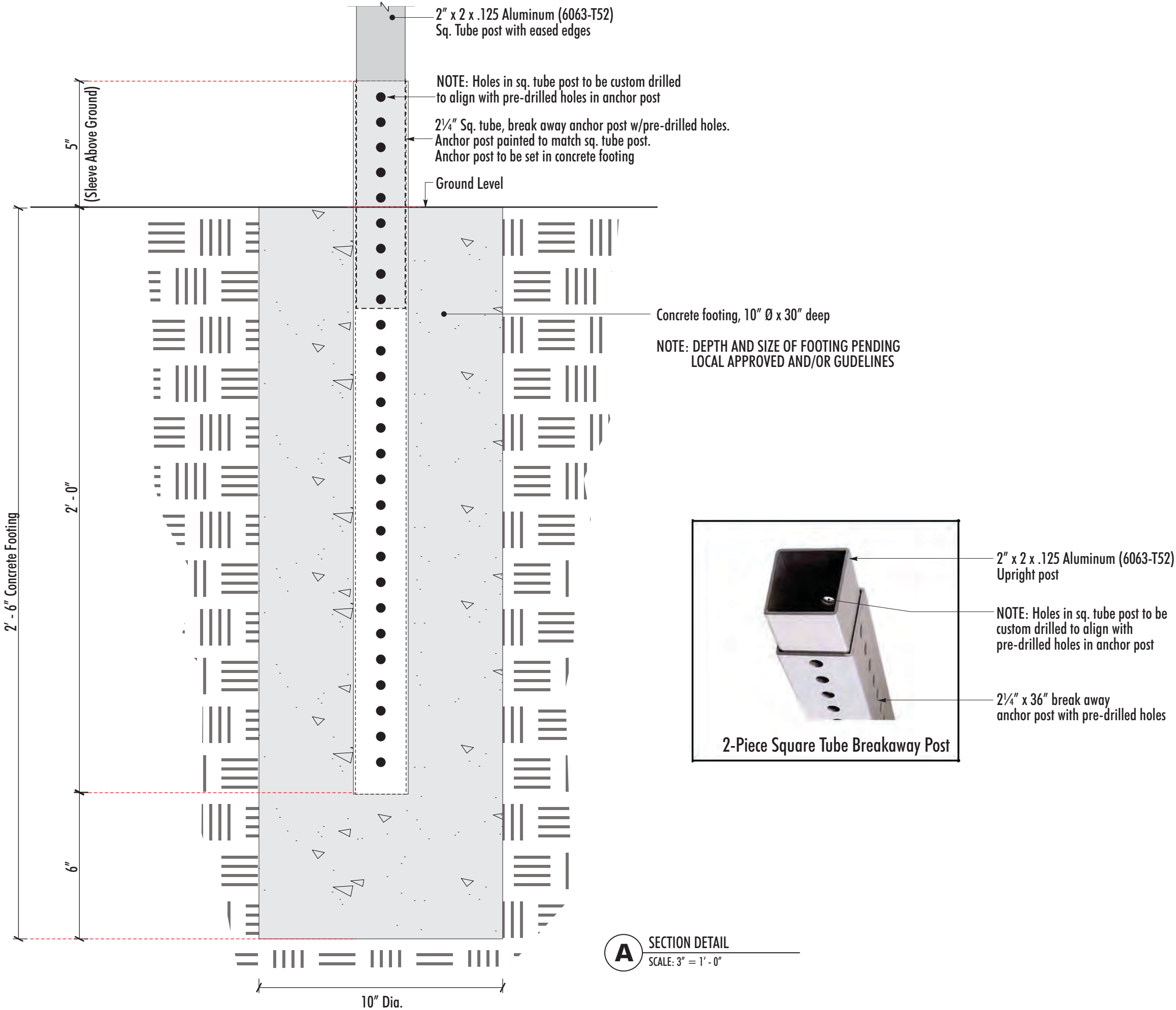
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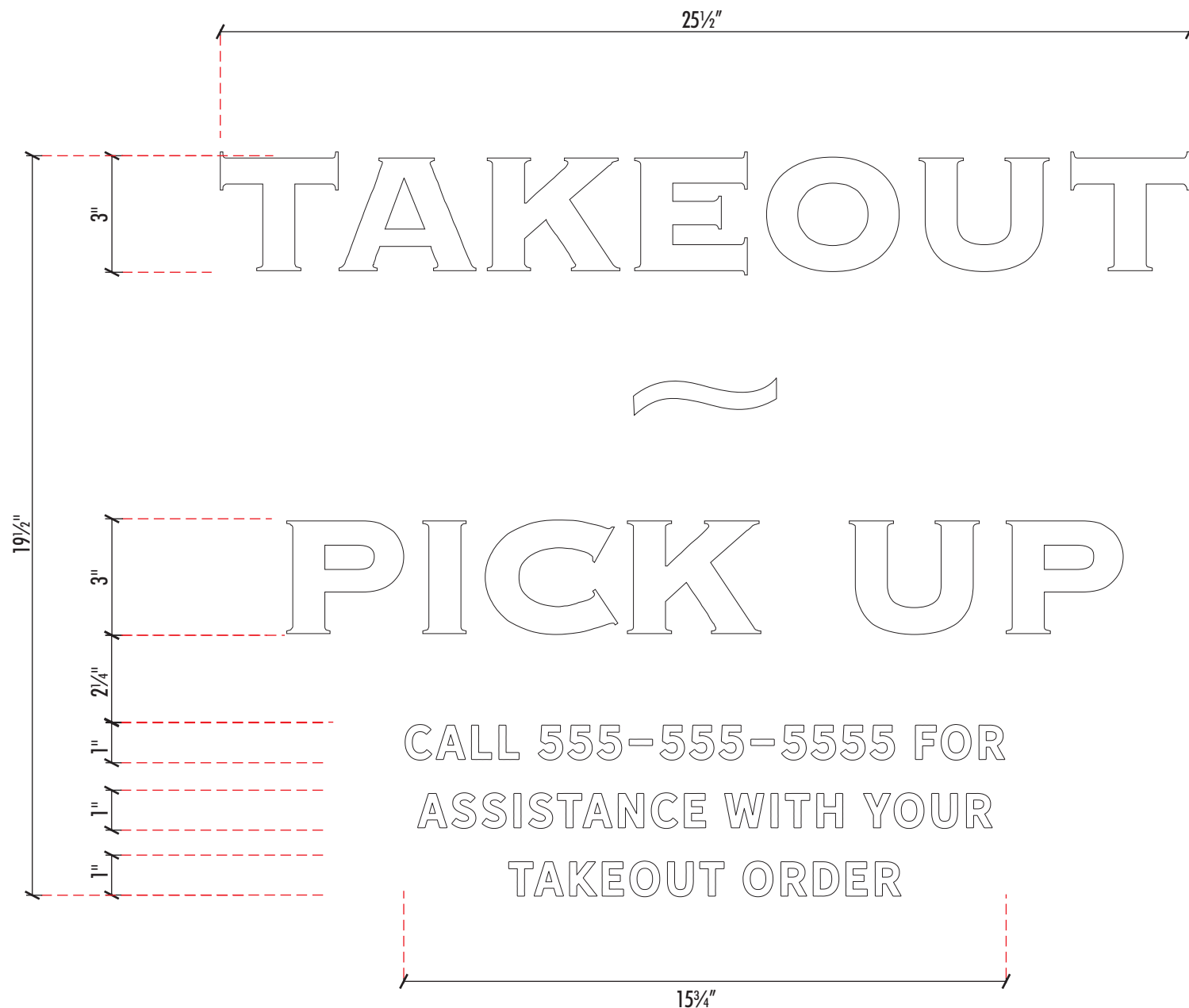
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Date: 09.10.2023

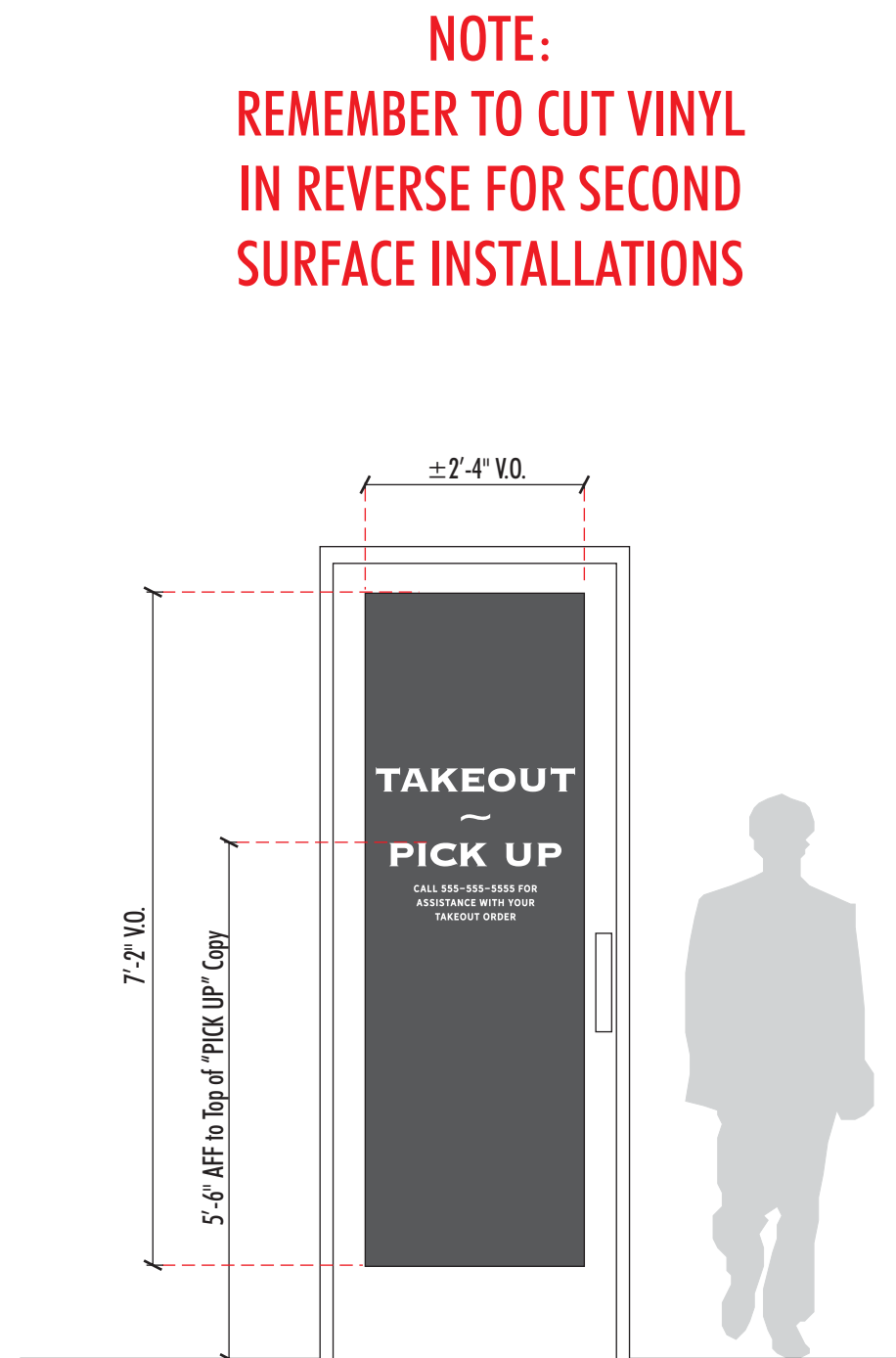
Page No: 5.01



A SECTION DETAIL
SCALE: 3" = 1' - 0"



1 "TAKE OUT - PICK UP" WINDOW VINYL Qty: One (1) Set
SCALE: 3" = 1'-0"
Copy/Icon - White (7725-20) vinyl, applied to the 2nd surface of glass.
NOTE: Font is Hanley-Sans (Regular Normal)
Spacing 125%



2 CONTEXT ELEVATION (TYPICAL) Qty: One (1) Set
SCALE: 1/2" = 1' - 0"

NOTE:
REMEMBER TO CUT VINYL
IN REVERSE FOR SECOND
SURFACE INSTALLATIONS

D

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1

FCO ADDRESS NUMBERS

Qty: One (1) Set

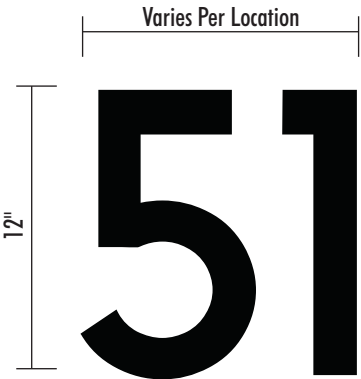
SCALE: 1½" = 1' - 0"

Copy is 1" thick acrylic painted satin black

Face and edges painted black (satin finish)

Acrylic copy to stud mount to building fascia with ¼" Ø threaded aluminum studs. Drilled hole to be filled with high bond epoxy/

NOTE: Font is Market Deco.



END VIEW



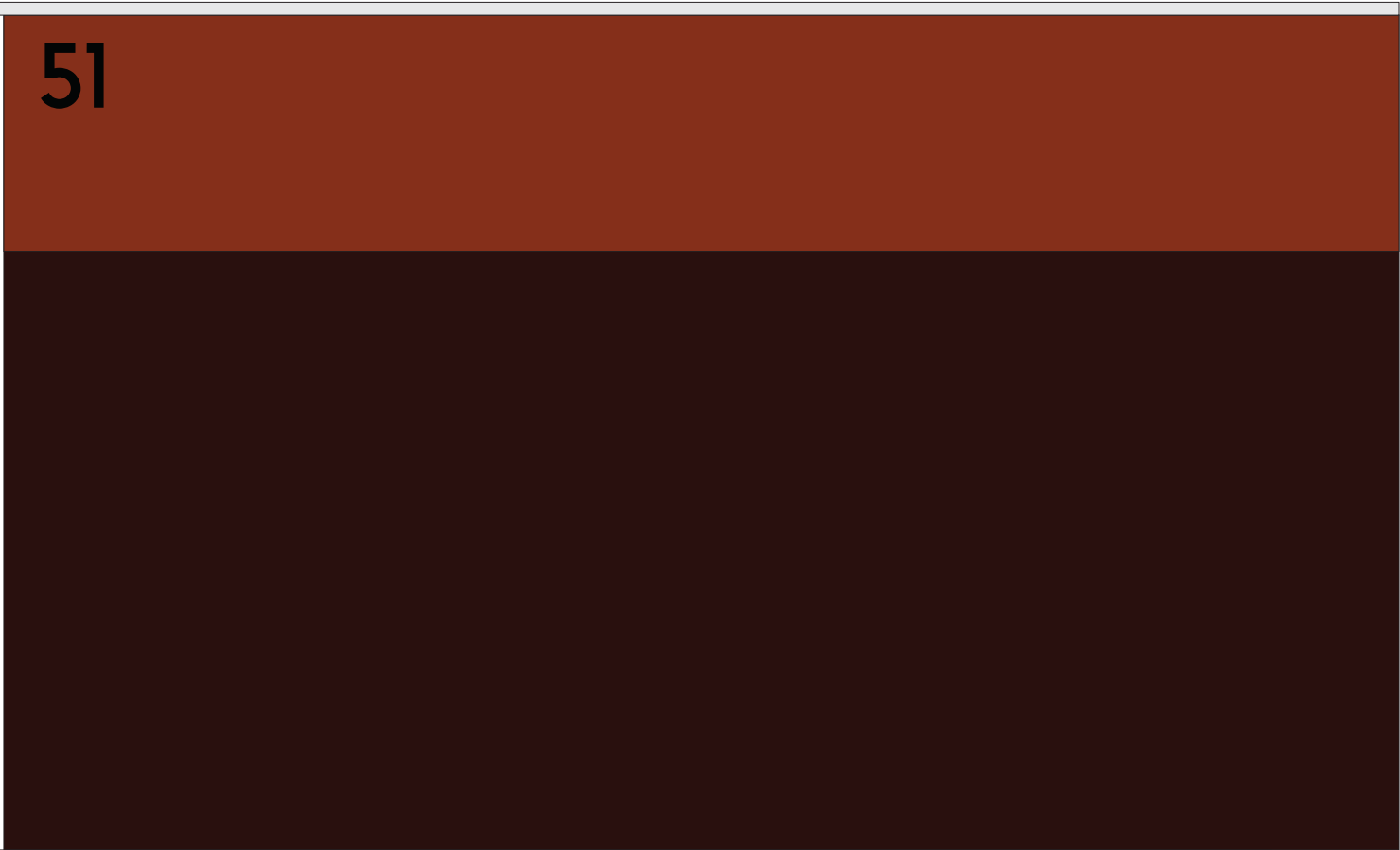
EXAMPLE OF ADDRESS LOCATION



2

CONTEXT ELEVATION (Typ)

SCALE: 3/8" = 1' - 0"



E

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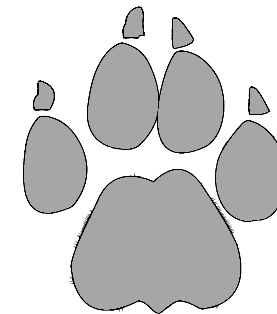
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Page No: 7.00



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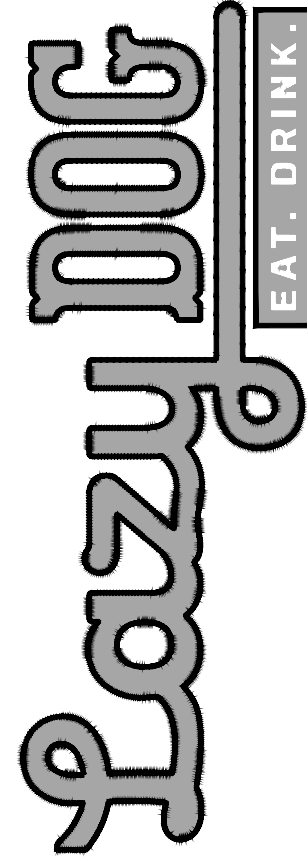
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53 MCHENRY RD
BUFFALO GROVE, IL 60089



SHEET TITLE

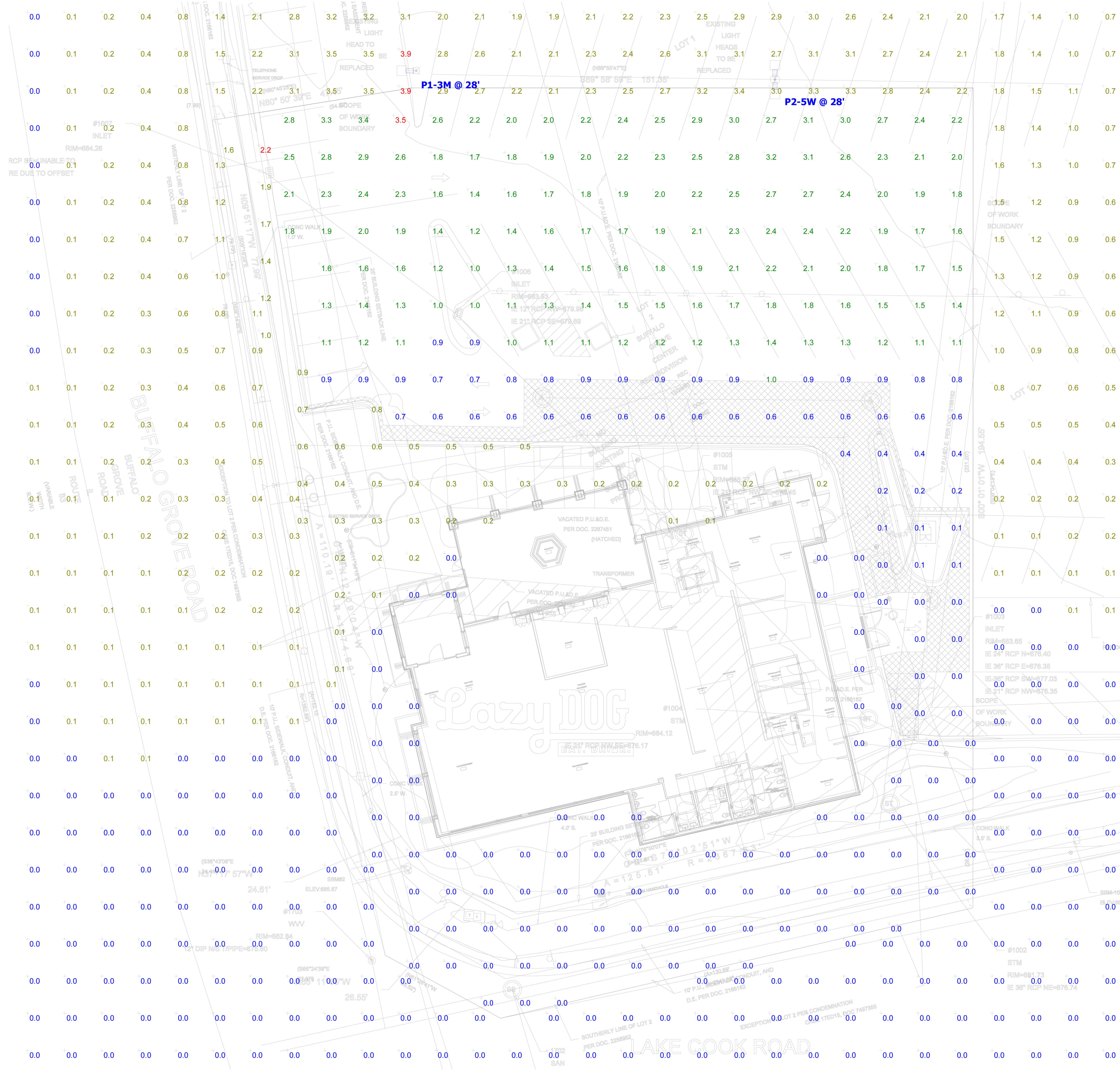
**SITE
PHOTOMETRIC
STUDY**

DRAWN BY
DSM
CHECKED BY
CLP
SCALE
AS SHOWN
JOB NO.
2023-00000-00
SHEET NUMBER

PH-1

Statistics						
Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
Site - Outside of Parking - Ground @ 0'AFG	+	0.2 fc	2.2 fc	0.0 fc	N/A	N/A
Site - Parking - Ground @ 0'AFG	+	1.5 fc	3.5 fc	0.0 fc	N/A	N/A
Overspill - Ground @ 0'AFG	+	0.6 fc	3.9 fc	0.0 fc	N/A	N/A

Schedule										
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	LLF	Input Power	Distribution	Polar Plot
	P1-3M		1	Lithonia Lighting	DSX1 LED P9 40K 80CRI T3M	D-Series Size 1 Area Luminaire P9 Performance Package 4000K CCT 80 CRI Type 3 Medium	0.9	277.07	TYPE IV, MEDIUM, BUG RATING: B3 - U0 - G5	 Max: 26115cd
	P2-5W		1	Lithonia Lighting	DSX1 LED P9 40K 80CRI T5W	D-Series Size 1 Area Luminaire P9 Performance Package 4000K CCT 80 CRI Type 5 Wide	0.9	554.14	TYPE VS, BUG RATING: B5 - U0 - G4	 Max: 21847cd





PLANNED UNIT DEVELOPMENT STANDARDS

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

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

Response: The property is zoned B-3, Planned Business Center. The subject property is part of a larger shopping center which meets the minimum site area when the shopping center is considered as a whole.

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

Response: The proposed use is a full service sit down restaurant. The subject site was previously developed with a full service sit down restaurant use. The proposed restaurant use will have a positive influence and effect surrounding neighborhood by providing a quality dining establishment the neighborhood will be proud of.

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

Response: The subject site is located within an existing and fully established shopping center. The subject site was previously developed as a restaurant and is currently a dirt building pad. The subject site does not encompass any streams, wooded areas, scenic views, floodplain area or similar physical features.

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

Response: The proposed commercial restaurant development is proposed to conform to the requirements for each individual classification as established within the code.

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

**VILLAGE OF
BUFFALO GROVE**



Response: The subject lot is existing, no modifications are proposed to the subject lot. The existing lot is sufficient for the proposed use and the development of the property in the proposed manner creates no outlots.

VILLAGE OF BUFFALO GROVE



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

SPECIAL USE STANDARDS

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
Response: The proposed Lazy Dog Restaurant will serve public convenience and necessity by providing a quality food service establishment for residents and visitors dining. The special use will in fact be a bonus to public health by providing a safe and secure dining location which is safe, comfortable and inline with the morals of the Village.
2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;
Response: The proposed restaurant location is proposed at a location which has operated as a freestanding restaurant building for many years. The Lazy Dog Restaurant building size and restaurant operation are designed to serve local residents and visitors. The site is surrounded by a fully developed shopping center and parking lot. The proposed restaurant building and associated developments will fit harmoniously within the existing shopping center and surrounding developments.
3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;
Response: The proposed Lazy Dog Restaurant will only provide positive effects to the surrounding properties. Lazy Dog Restaurant will draw customers to the area which will have a positive effect on the surrounding businesses. The proposed Lazy Dog Restaurant will have a positive effect on surrounding property values.
4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;
Response: The proposed Lazy Dog Restaurant building size and location are proposed to be harmonious with the existing and surrounding shopping center and roadway improvements. The building is proposed at approximately the same location as a previous restaurant building.
5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;
Response: The site and surrounding area is fully improved with existing utilities, roads, drainage etc. The site is designed for a restaurant, the proposed restaurant will plug into the existing site and utilities and should not require any off site work.

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

9.A.c

Response: The site contains an existing fully developed parking field and is surrounded on two sides by a larger shared parking field. The proposed restaurant will be served by ample onsite parking.

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

Criteria for Zoning Variation.

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

Response: The subject property recently lost frontage due to dedication for new adjacent roadway expansion. The proposed building location will align with surrounding building locations and be generally in compliance with the Village Code setback requirements prior to the land taking/dedication. The Lazy Dog Restaurant building will not fit on the parcel unless the requested variation in setbacks is provided.

The subject property is part of a larger shopping center and is an outlot surrounding by a large parking field on two sites. Cross access parking exists and the surrounding parking provides more than sufficient parking for the proposed restaurant and the other existing commercial uses.

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

Response: The unique circumstance of the site is directly related to the recent taking of land for adjacent roadway improvements. Should this unique circumstance not exist the owner would not be required to request the requested variation.

Due to the existing parcel being an existing out lot within an existing large commercial shopping center with shared parking sufficient parking exists to serve the proposed restaurant. The subject site is unique due to it being surrounded by a large parking field on two sides.

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

Response: The proposed variation will allow the proposed Lazy Dog Restaurant building to be in compliance with the essential character of the surrounding neighborhood in terms of building placement and lot use. The proposed variation will therefor not alter the essential character of the neighborhood.

The proposed variation will not change anything about the neighborhood. The subject site will continue to be surrounding by a large parking field as a part of a large shopping center. Per code it is understood 76 parking stalls are required to serve the Lazy Dog Restaurant building. The real parcel on which the Lazy Dog building is located has less than 76 parking stalls, but the real parcel is surrounded by a large shared parking field on two sides which provide significantly more parking stalls.

VILLAGE OF BUFFALO GROVE
 Community Development Department
 Fifty Raupp Blvd
 Buffalo Grove, IL 60089
 Phone: 847.459.2530
 Fax: 847.459.7944



Sign Code – Variation Standard

RESPONSE TO STANDARDS

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

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

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

Response: The proposed Lazy Dog Restaurant location is unique in that it is located on a prominent and highly visible corner within the Village of Buffalo Grove and the subject location is highly visible from all four sides of the lot and building. Vehicle and pedestrian customers will approach the building and site from all four sides. Signage is proposed on all four sides of the building in order to help direct customers who approach from any side of the building. The proposed building is large, articulated in design, the proposed signage on each side of the building is proposed to complement the building architecture in size and design. The signage is proportional to the building and the signage is tastefully proposed so that the signage does look appropriate for the building in terms of signage size and quantity of signs. Additionally the code allow the subject site to have a dedicated freestanding sign, the proposed Lazy Dog Restaurant building does not propose the installation of a freestanding sign as the subject building and its signage will be visible from the adjacent roadways.

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

Response: The granting of this request will have no negative impacts on the property owners in the vicinity of the of the project site. The proposed Lazy Dog Restaurant location is located on a pad site that is surrounded by major roadways and a large adjoining shopping center parking field.

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

Response: The unusual conditions applying to the specific property are not seen at other properties in the Village. The subject property is located on arguably the most prominent commercial corner within the Village. The proposed restaurant front door is located interior facing on the parcel, to allow for safe customer gathering/waiting outside of the restaurant, away from the roadway. Wall signage must be installed on the tower at the front door to provide customer direction to the front door and prevent approaching customer confusion. Signage must also be installed on the two street facing elevations of the building to provide vehicular direction/identification and help activate the two street facing building facades. Without wall signage on all four sides of the restaurant building the building would 'appear to be missing an eye' and lacking in visual interest and aesthetic design. Like the landscaping, the Lazy Dog signage is integral to the Lazy Dog building architecture.

4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 1

Response: The granting of the signage variance will be in alignment with the goals and objective of the Village and will help to support and engage a vibrant and health economic and casual dining environment within the Village. The granting of this variance will help to maintain an attractive and quality signage environment within the Village. The proposed signage encompasses the entire spirit of Section 14.04.020.

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

1. The proposed signage is of particularly good design and in particularly good taste; and
Response: The proposed Lazy Dog Restaurant signage is of the highest quality, design and taste. The proposed signage is iconic and will help to create a sense of place within Buffalo Grove similar to the recent Lazy Dog Restaurant developments within Vernon Hills, Oak Brook and Naperville. It should also be noted that monument signage is permitted and Lazy Dog does NOT proposed a monument sign.
2. The entire site has been or will be particularly well landscaped.
Response: The landscaping as proposed by Lazy Dog Restaurant is top notch, of a higher caliber than required by the code and will be more than particularly well landscaped.

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

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

10/18/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, OCTOBER 18, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Chair Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Fence Variation to Allow Replacement of a 6-Foot Solid Fence that Encroaches Within the Minimum Setback Along the Public Sidewalk for the Property Located at 1206 Sandhurst Drive (Trustee Weidenfeld) (Staff Contact: Andrew Binder)

Petitioners were sworn in.

Binder, Associate Planner, provided a background on the petitioner's fence variation.

Com. Spunt referenced packet page 15.

Com. Spunt asked how the fence would be constructed with the tree so close to the property line.

Abrams, petitioner, said it will have a box around the tree.

Com. Au asked staff if that neighborhood had a different setback.

Com. Moodhe commented that it may have been due to the extension of Deerfield.

Com. Moodhe asked if there were any other variations.

Binder said no.

Com. Moodhe commented that staff should consider amending the code of variations like these.

The public hearing closed at 7:42 PM.

Com Richards made a motion to grant a variation to Section 15.20 of the Buffalo Grove Fence Code to allow the installation of a 6-foot solid wood fence that encroaches beyond the minimum required setback for a fence along a public sidewalk along Deerfield Parkway at 1206 Sandhurst Drive, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

Com. Moodhe seconded the motion.

Com. Richards spoke in favor of the motion.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Au, Davis, Weinstein, Richards, Sazen, Spunt, Worlikar

2. Consideration of a Planned Unit Development Amendment, Preliminary Plan, and Variations from the Zoning and Sign Codes to Allow the Construction of a Lazy Dog Restaurant with a Covered Patio at 51 McHenry Road (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)

Purvis, Deputy Community Development Director, presented the background on the subject property.

Taylor, Golden Property Development, thanked the village for their efforts in helping to move the project forward. He discussed the process of creating a cohesive package for development. The variation for the sign, they believe is necessary for the building in a highly visible location. Additionally, he reviewed the operations of the business.

Michel, VP of design construction, thanked staff and the planning and zoning commission for their work.

Com. Moodhe asked if there is a separate pin for the property.

Purvis said yes.

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Com. Moodhe asked for clarification of the revised document.

Purvis explained the changes to the parking.

Com. Moodhe referenced packet page 28.

Com. Moodhe commented that it looks like there is a landscape island near the handicap parking.

Taylor explained the changes to the parking and the ADA stalls to the north. The landscape island will be in conformance with Village code.

Com. Moodhe asked if they could explain the traffic flow.

Taylor addressed the traffic flow from the east.

Com. Moodhe asked if the patio is open during all business hours.

Taylor said the patio is open when they are open, year-round.

Com. Richards asked if there are any difference in BG location than any other location.

Taylor said there are components that are a little different to maximize the lot they must work with, but for the most part it is in line with their other locations.

Com. Richards asked if they talked with Jewel.

Taylor said they have talked with Jewel, but Lazy dogs owns their subject property and has an easement agreement in place which entitles them to share access and parking.

Com. Worlikar reviewed the variations. Worlikar asked about the sign's brightness and if they believe it will be an issue.

Michel said the sign is dimmable and would be happy to dim it and work with the Village should any issues arise.

Com. Worlikar asked if the traffic study has been done and if the number of parking spots is adequate.

Taylor said Lazy Dog Restaurants have a standard number of parking spots they require. He commented that a traffic study was not required, but believes that traffic flow should not be a problem.

Michel added additional comment on the number of parking spots.

Com. Worlikar asked if the patio was heated.

Taylor said yes.

Com. Worlikar asked if there are accommodation for dogs.

Taylor said yes there are and places for the dogs to relieve themselves.

Com. Au asked if they anticipate curbside and delivery drivers.

Taylor pointed out the designated spots.

Com. Spunt asked about the additional handicap spot, commenting that there is a curb on one side.

Taylor said there is a path of travel.

Sianis, Assistant Village Engineer, said that it is compliant and there is a path of travel.

Com. Moodhe asked how many parking spots they are losing.

Woods, director of community development, explained the number of parking spots within the shared lot.

Com. Moodhe asked if there was ever an analysis of the increase of pedestrian traffic.

Woods, said it was looked at, but no they did not provide that during the Lake Cook Corridor Study.

Com. Moodhe asked if we could look at pedestrian flow.

Sianis explained who owns the roadways. He noted we can have that conversation with those agencies, but we do not control those signals.

Johnson, Deputy Public Works Director/Village Engineer, mentioned that the Village has started a multipurpose use path plan and pedestrian study.

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Chairperson Weinstein addressed the standards and the variations. Referenced packet page 58.

Taylor said the four sides with a sign is due to the location. There is no monument sign.

Chairperson Weinstein asked if they could come back and place a ground sign.

Brankin, the Village Attorney, said they would have to come back for approval.

The staff report was entered as exhibit one.

The supplemental survey was entered as exhibit two.

Taylor thanked the Commission.

Public Hearing closed 8:17

Com. Richards made a motion to recommend approval the amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance No. 82-6, as amended, with Variations to the Zoning and Sign Codes, to allow the construction of a new Lazy Dog Restaurant at 51 McHenry Road, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
- 2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.*
- 3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.*
- 4. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity*

Com. Davis seconded the motion.

Com. Worlikar spoke in favor of the motion.

Com. Richards spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Au, Davis, Weinstein, Richards, Sazen, Spunt, Worlikar

3. Consideration a Plat of Subdivision; Rezoning to B-3 Planned Business Center and R-9 Multi-Family Dwelling District; Special Use for a Planned Unit Development; Special Use for Sale and Lease of Motor Vehicles on a Portion of the Site; Development Plan; Uniform Sign Package; with Variations from the Development, Zoning, and Sign Codes to Accommodate a Tesla Sales, Service and Delivery (SSD) Center on Lot 1 of the Proposed Subdivision, Commercial Uses (To be Determined) on Lot 2 of the Proposed Subdivision, and a Multi-Family Residential Building on Lot 3 of the Proposed Subdivision, Located at 915-945 Dundee Road. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

Woods, Community Development Director, provided a background on the subject property.

Developer thanked staff. Introduced the development team. Talked about introducing Tesla

Com. Au asked who the target resident is for the residential development.

Petitioner Andrew Juiris, of Double Eagle Development explained their target resident and that he believes the project matches the surrounding communities and their demand for similar developments.

Com Au asked if they had similar one in other areas.

Petitioner Juiris explained their operations in multifamily and residential development.

Com. Worlikar asked about the school impact and the study used.

Petitioner Juiris said there will be no restriction on the number of school children allowed to live in the development. They do have strict occupancy limits. They completed a school study, showing an impact of three to six school aged children.

10/18/2023

Com. Worlikar asked what the entrance will look like from the east.

The petitioner said there will be three access points.

Com. Worlikar asked if there is a dedicated left turn.

Angspatt of Shorewood Development said there is full access out, middle has a dedicated left lane.

Com. Worlikar asked about the eastern most entrance.

Angspatt said they share that entrance with the park district.

Com. Worlikar asked if there would be two super charges for the EV vehicles.

Angspatt noted there will be four super chargers.

Com. Worlikar asked if there are any power issues.

The petitioner said they are currently working with ComEd, but there should be ample power available for the chargers.

Com. Worlikar asked if the location will be sales, collision, and service.

Bovack, general manager of the Tesla Lisle location, said it will not be collision center, only service and sales.

Com. Worlikar asked what kind of volume they see for service.

The petitioner said they expect 10 to 15, 40 cars per delivery, 20 parking spots for employees.

Com. Richards asked if they could walk through the phases of 1 and 2 and what will be on lot 2.

Schriber of Shorewood Development explained the process of development for phase 1 and 2. He indicated they have not identified a tenant for Lot 2 as they are looking to find the right fit.

Com. Richards asked if the lot could be used for overflow parking for BG High School.

Schriber said the first step will be to tear down and safely secure the site.

Com Moodhe asked if management will be on-site for the residential development.

Juiris said the development will have on-site management; service technicians will also be there full-time. Professional staff will be that 24/7.

Com. Moodhe asked if the parking garage is included in the total count for parking spots.

Woods explained the parking count.

Com. Moodhe asked what the density of other developments are in our similar developments in town.

Purvis, provided the density information.

Com. Moodhe asked for clarification on the deliveries of vehicles to the site.

Angspatt explained the truck turn analysis and the number of cars that are being delivered.

Sianis, Assistant Village Engineer, provided clarity to the truck analysis.

Com. Moodhe asked if the entrance is right in right out.

Sianis said it looks like full access and it is currently full access.

Com. Moodhe asked how soon the demo would start.

Schriber said depending on timing, December.

Com. Moodhe asked staff if B4 would allow tesla to still build.

Woods explained what kind of retailers could make use of the B4 district.

Com. Moodhe asked staff if it is special use.

Woods explained the requirements and the variations of the Special Use.

Com. Davis asked about the traffic flow west as it relates to lot 3 and the apartments.

Juiris explained the traffic flow out of the apartment buildings.

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Com. Saxena referenced the letter provided to the Commissioners.

Woods provided clarity to what was mentioned in the letter from the resident.

Com. Saxena asked if the development cuts off access to the park.

Woods said it will add more access.

Chairperson Weinstein reviewed the variations being asked for lot one.

Schriber explained the sign variation is for the main intersection, a 5-foot height increase from the code. He referenced national tenants and the need for variation.

Chairperson Weinstein reviewed the variation for the residential development.

Juiris explained the desire for the sign as proposed.

Chairperson Weinstein reviewed the variations being asked for the residential building itself.

Juiris explained the desire for the height of the building as proposed.

Chairperson Weinstein reviewed the variations being asked for parking.

Juiris addressed the number of parking stalls provided in the plan.

Com. Au asked if the garage parking allows for a second car.

Juiris reviewed the parking scenarios.

Com. Au asked if they will be giving parking stickers and guest parking.

Juiris reviewed guest parking scenarios.

Com. Worlikar asked about the design of the residential building.

Juiris said the Melody Farms development was a reference for them.

Com. Weinstein asked about the packets that have been handed out to Commissioners from staff.

Purvis reviewed the documents.

The staff report was entered as exhibit one.

The certificates of publication were entered as exhibit two.

The emails and comments that were received by staff were entered as exhibit 3.

Public Comment

Buffalo Grove Resident, 883 Stonebridge Lane, expressed concerns regarding the development, specifically noting concerns about the public notice and the availability of documents at the Village.

Buffalo Grove Resident, 1261 Radcliff Rd, expressed concerns regarding the development expressing concerns about traffic and snow removal.

Buffalo Grove Resident, 953 Old Arlington Court, expressed concerns regarding the proposed development, specifically about the lot line, the proximity of the residential development, and flooding.

Buffalo Grove Resident, 955 Old Arlington Court, expressed concerns regarding the proposed development, specifically concerns regarding the public notice, the proximity of the residential building and its density, and flooding issue.

Buffalo Grove Resident, 951 old Arlington court, expressed concerns regarding the proposed development, specifically the proximity of the residential building and flooding.

Buffalo Grove Resident, 959 Old Arlington Court, expressed concerns regarding the proposed development, specifically the proximity of the residential building, the lack of notice and flooding.

Buffalo Grove Resident, 971 old Arlington Court, expressed concerns regarding the proposed development, specifically the proximity of the residential building and flooding.

Buffalo Grove Resident, Mill Creek Subdivision, expressed concerns regarding the proposed development, especially traffic from the density of the area.

10/18/2023

Buffalo Grove Resident, 955 Old Arlington Court, expressed concerns regarding the proposed development.

Com. Richards made a motion to extend the meeting.

Com. Moodhe seconded the motion.

Ryan Blocker, the project Civil Engineer addressed stormwater concerns.

The public hearing was closed at 10:29 PM.

Com Richards motion The PZC recommends approval of a Plat of Subdivision; Rezoning to B-3 Planned Business Center and R-9 Multi-Family Dwelling District; Special Use for a Planned Unit Development; Special Use for sale and lease of motor vehicles on a portion of the site; Development Plan; Uniform Sign Package; with Variations from the Development, Zoning, and Sign Codes to accommodate a Tesla Sales, Service and Delivery (SSD) center, a multi-tenant commercial development, and a multi-family residential building on the property located at 915-945 Dundee Road, subject to the following conditions:

- 1. The proposed project shall be developed in substantial conformance with the plans attached as part of the petition.*
- 2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.*
- 3. The Final Plat of Subdivision shall be revised in a manner acceptable to the Village.*
- 4. The final Landscaping Plan shall be submitted in a manner acceptable to the Village Forester.*
- 5. The multi-family development elevations will be submitted in a manner acceptable to the Architectural Review Team.*
- 6. The freestanding residential development sign shall be located a minimum of 10 feet from the property line, and a line-of-site exhibit provided to the satisfaction of the Village Engineer, prior to issuance of a building permit.*
- 7. The base of the residential sign shall match the materials of the principal structure on the lot.*
- 8. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.*
- 9. An appropriate connection and access easement between the residential development and Bison Park shall be established through the south portion of the Tesla site.*
- 10. The landscaping on the site shall be maintained in compliance with the final landscape plan in perpetuity.*
- 11. The petitioners shall enter into a Redevelopment Agreement in a form and substance acceptable to the Village.*

The motion was seconded by Com. Spunt

Com. Spunt spoke in favor of the motion.

Com. Worlikar spoke in favor of the motion and addressed resident concerns.

Com. Richards spoke in favor of the motion.

Com. Au spoke in favor of the motion.

Com. Davis spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

Chairperson Weinstein spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Au, Davis, Weinstein, Richards, Sazen, Spunt, Worlikar

Regular Meeting

Other Matters for Discussion

Approval of Minutes

10/18/2023

1. Planning and Zoning Commission - Regular Meeting - Jul 19, 2023 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Au, Davis, Weinstein, Richards, Sazen, Spunt, Worlikar

Chairman's Report

Committee and Liaison Reports

Committee Liaison provided an update on the last Village Board Meeting.

Staff Report/Future Agenda Schedule

Staff provided information on the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 10:49 PM

Kelly Purvis

APPROVED BY ME THIS 18th DAY OF October, 2023

Mitchell Weinstein, Commissioner



Ordinance No. O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute a 3 year agreement through Dell Marketing LLP for Microsoft Office 365 and associated software, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending final review and approval of the agreement by the Village Attorney.

ATTACHMENTS:

- O365 Memo (DOCX)
- Executed MS LSP JPMC Master CMT1176800(PDF)
- O365 Plan Descriptions
- O365 Joint Purchase Ordinance (DOCX)
- US_QUOTE_3000163773314.1 (PDF)

Trustee Liaison
Cesario

Staff Contact
Brett Robinson, Finance

Monday, November 6, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 2, 2023

TO: Dane C Bragg, Village Manager

FROM: Brett Robinson Administrative Services Director

SUBJECT: Office 365

Recommendation

Staff recommends the Village Board authorize the Village Manager to execute a 3 year agreement through Dell Marketing LLP for Microsoft Office 365 and associated software, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending final review and approval of the agreement by the Village Attorney.

Background

Office 365 has become a critical component of the Village's business operations over the last three years. The move from on premise Office software to the cloud eliminated three servers with another four servers eliminated after IT staff migrated the on premise file servers to the cloud.

Office 365 provides a robust set of collaboration features through SharePoint, OneDrive, and Teams. These tools have been instrumental in staff's ability to work together efficiently. The ability to co-author documents in real-time, host virtual meetings, and share files securely is has become crucial to Village operations.

Microsoft invests heavily in security features, allowing the Village to comply with Cyber liability requirements. Additionally given the sensitive nature of data kept by several departments Office products provide advanced threat protection, data loss prevention, and compliance features that help protect that information.

Office 365 scales with staffing and storage needs. It's easy to add new users and services as needed, making it an agile solution that can adapt to the Village's needs.

Microsoft Office 365 has proven to be a dependable and comprehensive solution that meets the Village's business needs. Continued use of Office 365 is not merely about maintaining operations, but about ensuring that every department has the tools required to drive efficiency, productivity, collaboration, and success.

Staff recommends that this purchase be through the State of Illinois contract CMT1176800 at a cost of \$72,206.80 a year for a total three-year cost of \$219,620.40. As this cost is based upon the number of licenses in use the cost may fluctuate from year to year.

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

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

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

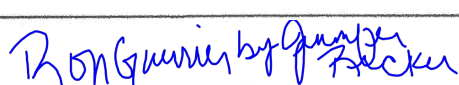
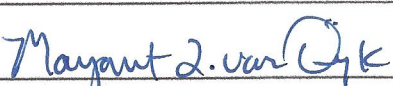
In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
Contract
Illinois Department of Innovation and Technology
JPMC Microsoft Licensing Solutions Provider (LSP)
CMT1176800

VENDOR

Vendor Name: Dell Marketing L.P.	Address (City/State/Zip): One Dell Way, Round Rock, TX 78682
Signature: 	Phone: 703-334-1597
Printed Name: Rita Roles	Fax:
Title: Sr Contracts Manager	Email: Rita.Roles@dell.com
Date: 06/25/20	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield IL 62072	
Official Signature: 	Date: 7/10/20
Printed Name: Ron Guerrier	
Official's Title: Secretary	
Legal Signature: 	Date: July 9, 2020
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: 	Date: 7/9/2020
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Fiscal Officer	

Agreed as to Legal form and content
JB - 06/25/2020

2

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 20-448DOIT-INFOT-B-0000
- Project Title: JPMC Microsoft Licensing Solutions Provider (LSP)
- Contract #: CMT1176800
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: B-11972
- BidBuy / Bulletin Publication Date: 12 /13 /19
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Innovation and Technology, in cooperation and agreement with the Chief Procurement Officer for General Services, is executing a contract with Vendor for the purchase of Microsoft software licensing/subscription, support and services available via the State's Microsoft Enterprise Agreement, Server Cloud Enrollment, Select Plus, and Premier/Unified Support agreements. This contract is a Joint Purchase Master Contract (JPMC) and is available to all governmental units and qualified not-for-profit agencies.

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier/Unified Support Agreement, a Server Cloud Enrollment Agreement and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier/Unified Support, Select Plus, Server Cloud Enrollment, and Enterprise Agreements.

Premier/Unified Support used by the State of Illinois is intended to provide advanced support and assistance in cases of critical systems being at risk both from an IT infrastructure and IT application development perspective; implementation and engineering advice; implementation kick start; and training on specific Microsoft product solutions. This is not intended to be used for acquiring long term services for IT application development, application maintenance and/or routine daily IT and business operations. All releases for Premier/Unified Support require a Statement of Work with defined deliverables, timelines, Vendor/Ordering Entity responsibilities, and detailed costs showing contract percentage off.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the buyer receives proper credit for all purchases of Microsoft products against the Microsoft Select Plus, Server Cloud Enrollment, Premier/Unified Support and Enterprise Agreement programs. The Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the buyer receives appropriate credit for all Microsoft program specific purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units and qualified not-for-profit agencies will submit their own purchase forms. Orders written through and including the last day of the resulting

contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Innovation and Technology.

The State recognizes that a manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed supplies and/or services.

1.2. MILESTONES AND DELIVERABLES: NA

1.3. VENDOR / STAFF SPECIFICATIONS: Vendor shall remain a Licensing Solutions Provider (LSP) authorized to resell Microsoft Products, support, and services throughout the term of this contract and any renewals. Vendor shall remain responsible for and authorized to provide pre- and post-sales support, where applicable and as detailed in this Contract.

1.4. TRANSPORTATION AND DELIVERY: Delivery and/or electronic delivery shall be as stated on each individual order. Vendor shall not charge for shipping/handling

1.5. SUBCONTRACTING

Subcontractors are allowed. If a vendor utilizes a subcontractor, it must be identified below. Please see Section 1.5.5 for adding or changing subcontractor(s) after execution of a contract.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.5.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

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

- 1.5.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.5.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units

performing substantially similar work to the services covered by the contract subject to its bid or offer; and

- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

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

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Illinois and various other locations

Value of services performed at this location: 100%

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing is shown below.

	PART 1 Product Categories	Percentage Discount off ERP Pricing Level D
1	Enterprise Agreement	21.27%
2	Server Cloud Enrollment	21.27%
3	Select Plus	16.91%

	PART 2 Premier/Unified Support	Percentage Mark Up
1	Premier/Unified Support	0%

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

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Discount Percentage off Microsoft published ERP pricing level D /Mark Up Percentage as shown in Tables in Section 2.1.1.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.5.2. Renewal Compensation: This contract has no renewal options.

2.6 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$NA without a formal amendment.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of July 31, 2020 through July 30, 2024.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60
- 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

- 3.2.1. This contract will not be renewed. The State reserves the right to renew for a total of N/A.

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

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

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

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

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

- 3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.
- 3.6 SUSPENSION:** The State may also suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7. Suspension of this contract will not affect either party's obligations for orders executed prior to such suspension.
- 3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

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

4.1.6.2 Vendor shall invoice the respective agency on a per order basis.

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

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party.

4.3 SUBCONTRACTING: To the extent applicable and for purposes of this section, subcontractors are those specifically hired by Vendor to perform all or part of the work to be performed by Vendor under this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120. For greater clarification, Microsoft is not considered a Subcontractor under this Contract.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities.

Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

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

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

- 4.9 USE AND OWNERSHIP:** No Dell branded services or products are included in this Contract. No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in an order and the statement of work (SOW) giving rise to such work for hire. Notwithstanding anything in this Contract or amendment to the Contract or SOW, the parties to this Contract, including manufacturers of third party products purchased under this Contract, shall retain all pre-existing intellectual property rights.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for Commercial General Liability and Business Auto liability insurance. Vendor shall promptly provide State a Certificate of Insurance upon request. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims agreed to under the contract.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and to the extent applicable to its subcontractors, shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Vendor affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within seven (7) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees or agents performing services on State owned, leased or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractors officers, employees or agents performing services on state owned, leased or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier

(UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and

encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

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

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

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

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

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 No Dell branded products or software are sold under this Contract. If the Contract is amended to include Dell branded products or software the parties agree to amend the Contract to include appropriate licensing terms. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through

agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

4.29 RESERVED.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILC 500/10-20(a)(4).
- 5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.
- 5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☒ Agency Specific Terms and Conditions

- 5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Form B

Certifications and Disclosures

BidBuy Reference #: [19-448DOIT-INFOT-B-11972](#) Procurement/Contract #: [19-448DOIT-INFOT-B-11972](#)

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: [20035845](#)

IPG Expiration Date: [9/11/2020](#)

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). ☒ Yes ☐ No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: [N/A](#)

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed. [In addition to the contract listed in our original submission, Dell is a party in the following consortium contracts. The values below are restricted to the State of Illinois. Please note that these consortium contracts are used by various states. Dell is unaware of any additional contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with agencies of the State of Illinois.](#)

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
State of Illinois DoIT	Dell Server Statewide Master Contract	Active	\$4,000,000	Master Blanket Purchase Order 20-448DOIT-INFOT-P-10880
Various Entities Included	IPHEC	Active	Approximately \$2,000,000	IPHEC
Various Entities Included	MHEC	Active	Approximately \$1,800,000	MHEC
State of Illinois Secretary of State	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners	Pending	Approximately \$500,000	Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners
State of Illinois DoIT	Invitation for Bid: JPMC Microsoft Licensing Solutions Provider (LSP)	Pending	Approximately \$40,000,000	Invitation for Bid: 20-448DOIT-INFOT-B-11972

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: [Dell Marketing, L.P.](#)

Phone: [512.723.1679](#)

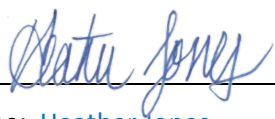
Street Address: [One Dell Way](#)

Email: Heather_Jones1@Dell.com

City, State, Zip: [Round Rock, TX 78682](#)

Vendor Contact: [Heather Jones](#)

Signature: _____



Date: [May 1, 2020](#)

Printed Name: [Heather Jones](#)

Title: [Proposal Manager](#)

Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: **N/A**

Business Name: **Dell Marketing, L.P.**

Taxpayer Identification Number:

Social Security Number: **N/A**

or

Employer Identification Number: **74-2616805**

Legal Status (check one):

☐ Individual

☐ Governmental

☐ Sole Proprietor

☐ Nonresident alien

☒ Partnership (**Limited**)

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing

☐ Limited Liability Company

medical and/or health care services
☐ Corporation NOT providing or billing
medical and/or health care services

(select applicable tax classification)

☐ C = corporation
☐ P = partnership

Signature of Authorized Representative:

Deatu Jones

Date: May 20, 2020

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

W-9 Form

W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dell Marketing LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☒ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
C/O Dell USA LP P.O.Box 802816

6 City, state, and ZIP code
Chicago, IL 60680-2816

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] [] [] []
OR
Employer identification number
[7] [4] - [2] [6] [1] [6] [8] [0] [5]

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **11/8/2020**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

F - G. Certifications & Board of Elections

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT.

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3

N/A

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5

Yes

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT

ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

N/A**G. Board of Elections (BOE)**

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

12741

Additional Information

STAFF ATTACHED FILE(S)

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

H. Iran Disclosure

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.

Additional Information

STAFF ATTACHED FILE(S)

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

I. Financial Disclosure & Conflicts of Interest

Dell Marketing L. P. DBA Dell

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	8/23/2019
STATUS	Accepted
BUSINESS NAME	Dell Marketing L. P. DBA Dell
POINT OF CONTACT	<u>Dennis Brabandt</u>
FLAG FORM	

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

No

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds.	Attached by Dennis Brabandt on 8/23/2019
  <u>Holdings Statement</u> (PDF)	
  <u>IPG Percentage of Ownership and Distributive Income Form(1).docx</u> (DOCX)	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

Not applicable - No individuals disclosed in question 1

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

Not applicable - No individuals disclosed in question 1

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

Not applicable - No individuals disclosed in question 1

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

Not applicable - No individuals disclosed in question 1

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

Not applicable - No individuals disclosed in question 1

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

Not applicable - No individuals disclosed in question 1

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

Not applicable - No individuals disclosed in question 1

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING PURCHASE OF OFFICE 365 FROM DELL.

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 renew Office 365 with online features such as OneDrive and SharePoint; and

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

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

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

SECTION 2. The Village Manager is authorized to enter into an Office 365 subscription agreement through the State of Illinois master contract CMT1176800 for a 36-month commitment, 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: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: O365 Joint Purchase Ordinance (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000163773314.1	Sales Rep	Phillip Reavis
Total	\$73,206.80	Phone	(800) 456-3355, 80000
Customer #	59242738	Email	Phillip.Reavis@Dell.com
Quoted On	Oct. 13, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Oct. 31, 2023		VILLAGE OF BUFFALO GROVE
	Microsoft Licensing		50 RAUPP BLVD
Contract Name	Solutions Provider (LSP)		BUFFALO GROVE, IL 60089
	CMT1176800		
Contract Code	C000000765005		
Customer Agreement #	CMT1176800		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Phillip Reavis

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE VILLAGE OF BUFFALO GROVE 50 RAUPP BLVD BUFFALO GROVE, IL 60089 (847) 459-2500	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$232.32	245	\$56,918.40
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	\$383.86	26	\$9,980.36
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	\$257.64	15	\$3,864.60
VLA ENTERPRISE VISIO PRO P1G FOR OFF365 G SHRDSVR SUBLIC PER USER ALL LANG	\$42.89	16	\$686.24

Attachment: US_QUOTE_3000163773314.1 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	265	\$0.00
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	\$87.86	20	\$1,757.20

Subtotal:	\$73,206.8
Shipping:	\$0.0
Environmental Fee:	\$0.0
Non-Taxable Amount:	\$73,206.8
Taxable Amount:	\$0.0
Estimated Tax:	\$0.0
Total:	\$73,206.8

Maximize your new
technology on day one

Dell ProDeploy Suite



Learn More

Attachment: US_QUOTE_3000163773314.1 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
VILLAGE OF BUFFALO GROVE
50 RAUPP BLVD
BUFFALO GROVE, IL 60089
(847) 459-2500

Shipping Method

Standard Delivery

**VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER
ALL LANG**

Contract # C000000765005
Customer Agreement # CMT1176800

Description

SKU

Unit Price	Quantity	Subto
\$232.32	245	\$56,918.

VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER
ALL LANG

AC789739

Unit Price	Quantity	Subto
-	245	

VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL

Contract # C000000765005
Customer Agreement # CMT1176800

Description

SKU

Unit Price	Quantity	Subto
\$383.86	26	\$9,980.

VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL

AC789737

Unit Price	Quantity	Subto
-	26	

VLA ENTERPRISE PROJECT P3 GCC SUB PER USER

Contract # C000000765005
Customer Agreement # CMT1176800

Description

SKU

Unit Price	Quantity	Subto
\$257.64	15	\$3,864.

VLA ENTERPRISE PROJECT P3 GCC SUB PER USER

AC789740

Unit Price	Quantity	Subto
-	15	

**VLA ENTERPRISE VISIO PRO P1G FOR OFF365 G SHRDSVR
SUBLIC PER USER ALL LANG**

Contract # C000000765005
Customer Agreement # CMT1176800

Description

SKU

Unit Price	Quantity	Subto
\$42.89	16	\$686.

VLA ENTERPRISE VISIO PRO P1G FOR OFF365 G SHRDSVR
SUBLIC PER USER ALL LANG

AC789741

Unit Price	Quantity	Subto
-	16	

**VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT
GCC SUB**

Contract # C000000765005
Customer Agreement # CMT1176800

Description

SKU

Unit Price	Quantity	Subto
\$0.00	265	\$0.

VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT
GCC SUB

AC789634

Unit Price	Quantity	Subto
-	265	

**VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER
MONTHLY SUBLIC ALL LANGS**

Contract # C000000765005
Customer Agreement # CMT1176800

Description

SKU

Unit Price	Quantity	Subto
\$87.86	20	\$1,757.

VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER
MONTHLY SUBLIC ALL LANGS

AC789738

Unit Price	Quantity	Subto
-	20	

Attachment: US_QUOTE_3000163773314.1 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

Subtotal:	\$73,206.1
Shipping:	\$0.0
Environmental Fee:	\$0.0
Estimated Tax:	\$0.0
Total:	\$73,206.1

Attachment: US_QUOTE_3000163773314.1 (O-2023-127 : Ordinance Authorizing Purchase of Office 365 from Dell)

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Action Item : 2023 BG Days Report

Recommendation of Action

Staff will present a review of the 2023 BG Days event, including final financial report.

A successful BG Days event was held August 31- September 4, 2023. 2023 marked the third year of a 50/50 partnership with the Buffalo Grove Park District. Staff will present a full financial report as part of the November 6, 2023 Village Board Meeting.

Trustee Liaison

Johnson, Ottenheimer, Stein

Staff Contact

Molly Gillespie, Office of the Village Manager

Monday, November 6, 2023	
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Action Item : Memorandum of Understanding with the Buffalo Grove Community Foundation

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute the attached memorandum of understanding with the Buffalo Grove Community Foundation, pending final review by the Village Attorney, donating the proceeds of the 2023 BG Days event to the Foundation for support of not for profit groups that serve the community. The total donation amount is \$21,815.53, representing the Village's share of proceeds from BG Days 2023.

ATTACHMENTS:

- Foundation MOU Memo (DOCX)
- BG Days Memo of Understanding - Community Foundation (DOCX)

Trustee Liaison
Ottenheimer, Stein

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, November 6, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 2, 2023

TO: Dane Bragg, Village Manager

FROM: Mike Skibbe, Deputy Village Manager/Director of Public Works
Evan Michel, Assistant to the Village Manager

SUBJECT: Memorandum of Understanding (MOU) with the BG Community Foundation

Policy Question

Should the Village donate the proceeds of the 2023 BG Days event to the BG Community Foundation in support of not for profit groups that serve Buffalo Grove?

Recommendation

Staff recommends that the Village Manager be authorized to execute a memorandum of understanding with the BG Community Foundation, pending final review and approval of the Village Attorney.

Background

The Buffalo Grove Days (BG Days) event has traditionally served as a platform for community nonprofit organizations to provide services and raise funds. A significant shift in the event's management occurred in 2021 when a simplified format was adopted due to Covid and the village and the park district established a 50/50 partnership. This collaboration led to the event's profitability for the first time in many years. To mitigate potential financial risks, the Village Board judiciously set aside a "rainy day fund" dedicated to supporting future BG Days events. In 2021, a commitment of \$28,000 was made to the Buffalo Grove Days Fund through the Buffalo Grove Community Foundation (BGCF). Additionally, \$4,000 was allocated to the Foundation's general fund for unrestricted support of its various activities.

BGCF's primary mission focuses on enhancing the quality of life in Buffalo Grove through village-wide initiatives. On December 5, 2022, the Village and BGCF entered a Memorandum of Understanding (MOU). This MOU stipulated the donation of the Village's share of proceeds from the 2022 BG Days event, which totaled \$30,040.15, exclusively for the support of community nonprofit organizations.

The Community Foundation is better equipped to support the NFP's that support Buffalo Grove. In addition, the new partnership and financial model for BG Days, besides being easier to manage, is allowing a larger donation to support NFP's than ever before.

Agreement

The proposed Memorandum of Understanding establishes a donation of \$21,815.53 to the Community Foundation. This amount is the village's proceeds from the 2023 event less the costs associated with the Buffalo Grove Days Parade. The Foundation agrees to utilize the funds in a manner consistent with the Foundation's established guidelines, and in direct support of nonprofit groups.

Memorandum of Understanding

Between: Village of Buffalo Grove and the Buffalo Grove Community Foundation

This Memorandum of Understanding (MOU) sets the terms and understanding between the Village of Buffalo Grove (Village) and the Buffalo Grove Community Foundation (Foundation).

Background & Purpose

The Buffalo Grove Days event is traditionally held each Labor Day weekend. In 2021 the event operated under a new partnership between the Village and the Buffalo Grove Park District. This 50/50 partnership realized a profit for the first time in many years. Success with this model continued into 2022 and 2023.

Due to the outside factors that can affect the success of Buffalo Grove Days in any given year, it was advantageous to set aside a “rainy day fund” to support Buffalo Grove Days in future years, limiting the financial exposure long term. In 2021, \$28,000 was committed in a newly established Buffalo Grove Days fund, for restricted use to support future Buffalo Grove Days events. In addition, \$4,000 was donated to the Foundation’s general fund, for unrestricted support of Foundation activities. On December 5, 2022, the Village and BGCF entered a Memorandum of Understanding (MOU). This MOU stipulated the donation of the Village's share of proceeds from the 2022 BG Days event, which totaled \$30,040.15, exclusively for the support of community nonprofit organizations.

With the formation of the Buffalo Grove Community Foundation, and their mission to support village wide initiatives that improve quality of life in Buffalo Grove, the Village and Foundation wish to enter into a memorandum of understanding in regard to the 2023 BG Days profits. This MOU will provide a mechanism for donation of certain earmarked funds in support of community not for profit groups, as part of the overall goal of Buffalo Grove Days as a community event.

Funds

The Village of Buffalo Grove will donate \$21,815.53 to the Buffalo Grove Community Foundation.

The funds will be used by the Foundation in support of not for profit groups in a manner consistent with the Foundation’s established guidelines.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect until 12/31/2028.

Dane Bragg
Village of Buffalo Grove, Village Manager

Date: 11/06/2023

Dave Weidenfeld
Buffalo Grove Community Foundation, Chair

Date: 11/06/2023

Attachment: BG Days Memo of Understanding - Community Foundation (Buffalo Grove Community Foundation MOU)



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 11.6.23 (DOCX)
- BOT_Truth in Taxation Cert 11.6.23 (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, November 6, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 6, 2023

TO: Dane Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Proposed 2023 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 2022 levy (collected in 2023) 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 2023 property tax levy. The proposed tax levy will be discussed in its entirety during both the budget hearing on November 13th and ordinance presentation on December 4th.

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

Proposed 2023 Tax Levy (all levies other than debt service)	\$16,780,272
2023 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

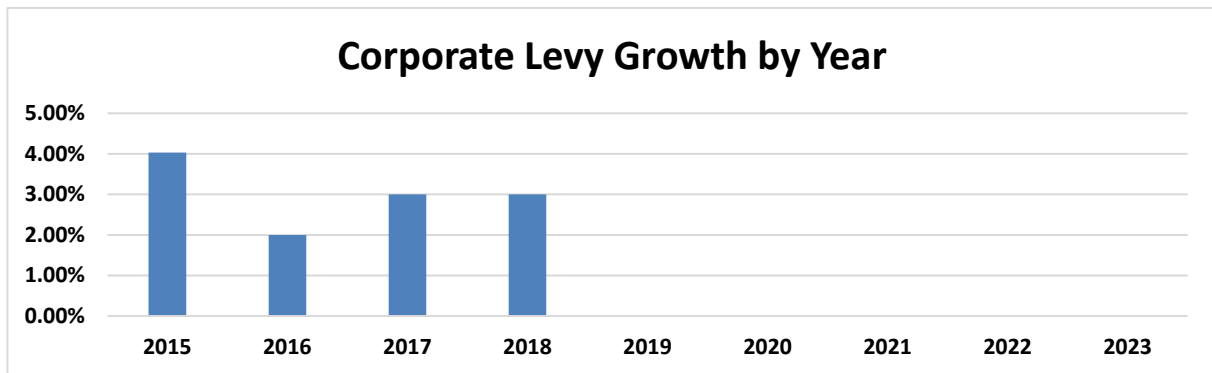
The following are the component of the levy and the proposed change (including abatements).

2023 Levy Purpose	Increase/(Decrease)		Only the first three are included in the determination
Corporate Levy	0.0%		
Special Purpose/IMRF	0.0%		
Public Safety Pensions	0.0%		
Debt Service	-7.2%		

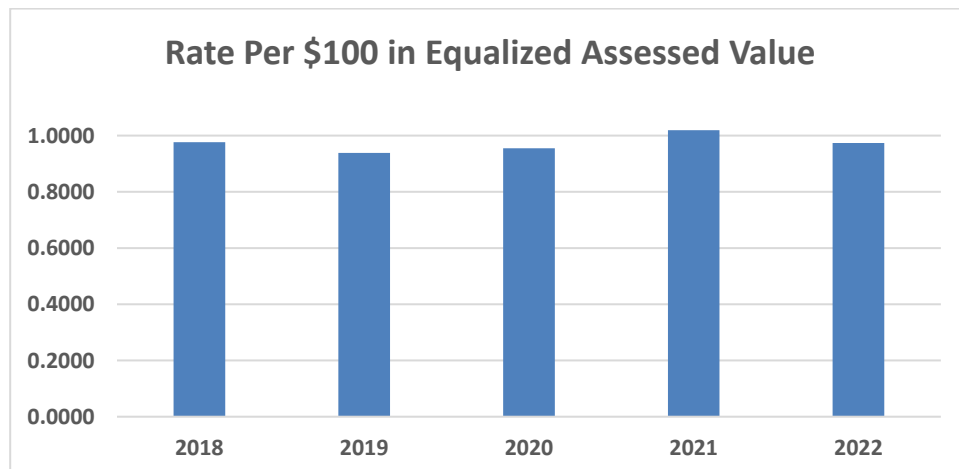
Below is an historic Truth-in-Taxation review since tax year 2013 with the percentage change of levy over extension for each individual levy. The table provides a review of the components of the tax levy (net of debt service) over the last ten years.

Tax Year	Corporate Levy	Change	IMRF/FICA Levy	Change	Police Pension Levy	Change	Firefighters' Pension Levy	Change	Total Levy / Extension	Change
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%
2023	9,171,988	0.00%	1,790,122	0.00%	3,446,922	-9.15%	2,371,240	17.15%	16,780,272	0.00%
10 Year Avg Chg.		1.56%		1.14%		5.68%		2.18%		2.09%

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 five years.



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.



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 6, 2023

TO: Dane Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Proposed 2023 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 6, 2023 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 2022.

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, Eric Smith, 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 2023 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, public 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, 2023.

Eric Smith, Village President

ATTEST:

Janet M. Sirabian, Village Clerk

Attachment: BOT_Truth in Taxation Cert 11.6.23 (Truth in Taxation Determination)