AGENDA
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026 at 7:00 PM

Jeffrey S. Braiman Council Chambers, Village Hall
50 Raupp Blvd, Buffalo Grove, IL 60089

1. Call to Order
a. Pledge of Allegiance
b. Roll Call

2. Approval of Minutes
a. Minutes of the April 20, 2026 Village Board Regular Meeting

3. Approval of Warrant
a. Approval of Warrant #1394 (Trustee Cesario, Chris Black)

4. Village President's Report
a. 2026-2027 Village Board Portfolios (President Smith, Dane Bragg)
b. Appointment of Board, Commission, and Committee Members (President Smith, Kathryn Golbach)

5. Village Manager's Report
a. Swearing In of Firefighter Dimitar Hristov (Trustee Richards, Lawrence Kane)
b. Deputy Director of Community Development Introduction (Trustee Ottenheimer, Nicole Woods)

6. Special Business

7. Reports from Trustees

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

a. National Police Week Proclamation (Trustee Richards, Brian Budds)
b. EMS Week Proclamation (Trustee Richards, Lawrence Kane)
c. Proclamation Recognizing May 17-23, 2026, as Public Works Week (Trustee Johnson, Chris Krase)

d. O-2026-49 Ordinance Amending Title 5.20 Liquor Controls (President Smith, Samina Shaikh)

e. R-2026-9 Resolution Approving Grant for Police Drone Program Expansion. (Trustee Cesario, Brian Budds)

f. Intergovernmental Agreement for Buffalo Grove Days Festival Operations (Trustee Johnson, Molly Gillespie)

g. O-2026-50 Ordinance Amending the Fiscal Year 2025 Budget (Trustee Cesario, Chris Black)

h. Proclamation Recognizing Safe Boating Week (President Smith, Christopher Stilling)

i. O-2026-51 Ordinance Authorizing an Intergovernmental Agreement with Lake County Relating to the Deerfield Parkway/Road improvements in the Village of Buffalo Grove (Trustee Weidenfeld, Briget Schwab)

j. O-2026-52 Ordinance Authorizing Execution of an Agreement with Gewalt Hamilton Associates, Inc. for Professional Surveying and Engineering Services for Fire Station 26 (Trustee Cesario, Tom Wisniewski)

9. Ordinances and Resolutions

a. O-2026-53 Ordinance Authorizing Execution of a Contract with Morton Salt Inc for Road Salt (Trustee Cesario, Chris Krase)

b. O-2026-54 Ordinance Approving 2026 Side Letter Wages Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (IAFF), Local 3177. (Trustee Bocek, Kathryn Golbach)

c. R-2026-10 Resolution Approving the revised 2026 Pay Ranges for Buffalo Grove Employees. (Trustee Bocek, Kathryn Golbach)

10. Unfinished Business

11. New Business

12. Public Comment

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

13. Executive Session

14. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 847-459-2500 to allow the Village to make reasonable accommodations for those persons.

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 2.a.
Minutes of the April 20, 2026 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian
Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the April 20, 2026 Village Board Regular Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Minutes - 04/20/2026 Regular Meeting

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MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS MONDAY, APRIL 20, 2026

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager/Administrative Services; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Molly Gillespie, Director of Communications; Tim Kirsininkas, Communications Coordinator; Fire Chief Kane; Deputy Fire Chief Collins; Police Chief Budds; and Deputy Police Chief Anderson.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the March 16, 2026, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Richards, seconded by Cesario, to approve the minutes of the April 6, 2026, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1393

Mr. Black read Warrant #1393. Moved by Cesario, seconded by Johnson, to approve Warrant #1393 in the amount of $10,384,246.24 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT'S REPORT

President Smith thanked the Rick Kahen Commission for Residents with Disabilities and the Rotary Club of Buffalo Grove for the recent **Buffalo Groove Dance** that they hosted for our residents with disabilities. The event was a huge success, and thanks go to all participants, committee members and volunteers that were involved.

Trustee Johnson read a Proclamation declaring the month of May 2026 as **Mental Health Awareness Month** in the Village of Buffalo Grove and encouraging all residents to support efforts that promote mental health, reduce stigma and strengthen community well-being.

Trustee Bocek read a Proclamation declaring May 3-9, 2026, as **Be Kind to Animals Week** in Buffalo Grove, and encouraging residents to show compassion for all living creatures.

President Smith recognized winners of the **Illinois 2026 VIQRC MS State Championship** held in Channahon on March 15, 2026, the "Robo Rangers" team, comprising 8th graders Aaron Gonsalves, Advik Rai, Joel Jomy, and Vedh Iyer from Twin Groves Middle School, who earned the Innovator Award. This prestigious recognition is presented to the team whose robot demonstrates exceptional creativity, qualified for the VEX IQ Robotics World Championship 2026 in St. Louis, Missouri in April.

Recognizing the Director of Care Services Illinois ALS United and a caregiver for one of our residents with ALS, President Smith read a Proclamation declaring the month of May 2026 as **ALS Awareness Month**, and encouraging all residents to join in raising awareness, supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

VILLAGE MANAGER'S REPORT

Chief Kane introduced Buffalo Grove Rotary President Juliet Ziak, who presented a brief background of Rotary and the **Firefighter of the Year** award, after which she reviewed the accomplishments of FF/PM Brian Chrencik and presented the award to him as he was congratulated by the audience and the Board.

Mr. Grace reviewed the background and credentials for our new **Purchasing Manager** as he introduced Jessica Price. Ms. Price stated that she is very excited to be here and is looking forward to working with the Buffalo Grove staff, after which she was welcomed and congratulated by the audience and the Board.

Chief Budds presented the background and credentials for our newest Police Officer, **Officer Jack Petit**, as Officer Petit was congratulated and welcomed by the audience and the Board. Officer Petit thanked the Chief and the Board for this opportunity and noted he is looking forward to working with the Buffalo Grover Police Department.

TRUSTEE REPORTS

Trustee Cesario noted that there was a ribbon cutting for the new athletic fields at **Buffalo Grove High School** this afternoon and commented on what a great job they had done with eliminating flooding on the fields and turning the area into a first-class athletic complex.

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.

Proclamation - Armenian Genocide Remembrance Day

Motion to approve Proclamation Recognizing Armenian Genocide Remembrance Day.

Proclamation - Jewish American Heritage Month

Motion to approve Proclamation recognizing Jewish American Heritage Month.

Ordinance No. 2026-46 – Metro Fibernet

Motion to pass Ordinance No. 2026-46 approving a Right-of-Way Access Agreement with Metro Fibernet, LLC.

Proclamation - Building Safety Month

Motion to approve Proclamation recognizing Building Safety Month in Buffalo Grove.

Ordinance No. 2026-47 –Chase Plaza Redevelopment Project

Motion to pass Ordinance No. 2026-47 authorizing a Development Improvement Agreement with SDG Lake Cook, LLC for the Chase Plaza Redevelopment Project.

Ordinance No. 2026-48 - Prairie View Towns

Motion to pass Ordinance No.2026-48 authorizing a Development Improvement Agreement with Pulte Home Company, LLC and a Final Plat of Subdivision for the Prairie View Towns Residential Development.

Proclamation - Municipal Clerks Week

Motion to approve Proclamation recognizing May 3-9, 2026, as the 57th Professional Municipal Clerks Week.

Proclamation - International Compost Awareness Week

Motion to approve Proclamation recognizing International Compost Awareness Week.

Proclamation - Arbor Day

Motion to approve Proclamation recognizing Friday, April 24, 2026, as Arbor Day.

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

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

RESOLUTION NO. 2026-7 – MUNICIPAL ZONING AUTHORITY

Moved by Ottenheimer, seconded by Johnson, to pass Resolution No. 2026-7 urging the General Assembly and the Governor to preserve and protect Municipal Zoning authority, in accordance with information contained in Board packets.

Ms. Woods reviewed the proposed resolution, details of which are contained in the memo that she and Mr. Stilling sent to Mr. Bragg dated April 7, 2026, after which there were comments from the Board.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2026-8 – COMPREHENSIVE PLAN

Moved by Ottenheimer, seconded by Cesario, to pass Resolution No. 2026-8 referring the proposed Comprehensive Plan to the Planning & Zoning Commission for a public hearing and requesting the Commission provide a recommendation to the Village Board.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that she prepared, after which she answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

PUBLIC COMMENT

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

ADJOURNMENT

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

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

The meeting was adjourned at 7:45 P.M
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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS ___18th________DAY OF ___May___ 2026

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Village President

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 3.a.
Approval of Warrant #1394

Contacts
Liaison: Trustee Cesario
Staff: Chris Black

Staff Recommendation
Staff recommends approval.

Recommended Motion
I move to approve Warrant #1394 in the amount of $5,754,323.85

Summary
Approval of Warrant #1394 in the amount of $5,754,323.85

Strategic Alignment
Guiding Principle
Principle 1: Financially Responsible and Sound

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

File Attachments
1. Summary Warrant 1394

VILLAGE OF BUFFALO GROVE WARRANT #1394

18-May-26

General Fund:	**700,960.52**
Parking Lot Fund:	**2,752.34**
Motor Fuel Tax Fund:	**0.00**
Debt Service Fund:	**950.00**
School & Park Donations:	**26,367.83**
Lake Cook Rd TIF Fund:	**0.00**
Capital Projects-Facilities:	**129,970.54**
Capital Projects-Vehicles/Equipment:	**10,583.77**
Capital Projects-Streets:	**7,910.43**
Retiree Health Savings (RHS):	**0.00**
Water Fund:	**1,672,061.32**
Buffalo Grove Golf Fund:	**84,066.45**
Arboretum Golf Fund:	**107,947.35**
Refuse Service Fund:	**76,896.00**
Information Technology Internal Service Fund:	**351,896.41**
Central Garage Internal Service Fund:	**64,864.42**
Building Maintenance Internal Service Fund:	**93,177.81**
	3,330,405.19
PAYROLL PERIOD ENDING 4/23/2026	**1,224,995.10**
PAYROLL PERIOD ENDING 5/07/2026	**1,198,923.56**
TOTAL WARRANT #1394	**5,754,323.85**

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

Village Clerk

Village President

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 4.a.
2026-2027 Village Board Portfolios

Contacts
Liaison: President Smith
Staff: Dane Bragg

Staff Recommendation
Staff recommends acceptance.

Recommended Motion
I move to accept the 2026-2027 Village Board Portfolios.

Summary
Village President Smith has assigned new Village Board portfolios.

Strategic Alignment
Guiding Principle
Principle 1: Financially Responsible and Sound
Principle 2: Outstanding Village Services
Principle 3: Plan and Invest in the Future
Principle 4: High Performing Village Team
Principle 5: Partnership with Local Districts
Principle 6: Engages Our Residents
Principle 7: Builds Our Community

Goal
Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services
Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods
Goal 3: Strengthened Buffalo Grove community identity and pride
Goal 4: Vibrant and innovative community: leading edge
Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments
1. Board Portfolios (2)

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2026-2027 VILLAGE BOARD PORTFOLIOS

Buffalo Grove

Partners with Government

Northwest Municipal Conference

Lake County Municipal League

Library, Park, Township, County, and Schools

Village President Eric Smith

Alternate Liaison:
Joanne Johnson

Staff Liaison:
Dane Bragg

Plan and Invest in the Future

Planning and Zoning Commission

Municipal Code Updates

Economic Development Strategy

Comprehensive Plan

Village Trustee Les Ottenheimer

Alternate Liaison:
Kevin Richards

Staff Liaison:
Nicole Woods

Builds Our Community

RKCRD

Infrastructure Modernization Program

Community Foundation

Development/ Redevelopment Tools

Village Trustee Dave Weidenfeld

Alternate Liaison:
Denice Bocek

Staff Liaison:
Mike Skibbe

Engages Our Community

Communications

Community Engagement

P-CORE

Citizen Surveys

Community Events

Village Trustee Joanne Johnson

Alternate Liaison:
Dave Weidenfeld

Staff Liaison:
Molly Gillespie

Fiscally Responsible and Sound Manner

Bond Rating

Police Pension Fund

Fire Pension Fund

Budget/Audit

Purchasing

Village Trustee Frank Cesario

Alternate Liaison:
Dave Weidenfeld

Staff Liaison:
Chris Black

High-Performing Organization

Board of Fire and Police Commissioners

Succession Planning

Benefits and Compensation

Human Resources

Innovative Initiatives

Village Trustee Kevin Richards

Alternate Liaison:
Frank Cesario

Staff Liaison:
Katie Golbach

Outstanding Municipal Services

Ethics Commission

Health Commission

Information Technology

Accreditation

Best Practices

Public Safety Awards

Golf

Farmers Market

Village Trustee Denice Bocek

Alternate Liaison:
Les Ottenheimer

Staff Liaison:
Chris Stilling

Effective June 1, 2026

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 4.b.
Appointment of Board, Commission, and Committee Members

Contacts
Liaison: President Smith
Staff: Kathryn Golbach

Staff Recommendation
Staff recommends acceptance.

Recommended Motion
I move to approve the 2026-27 committee, board and commission appointments as contained in the agenda packet.

Summary
Please see attached the 2026-2027 Board, Commission, and Committee appointment list.

Strategic Alignment
Guiding Principle
Principle 4: High Performing Village Team
Principle 6: Engages Our Residents

Goal
Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services
Goal 4: Vibrant and innovative community: leading edge

File Attachments
1. 2026-2027 Boards Committee Commission Appointments

2026-2027 Committees, Commissions, and Board Appointments

Board of Fire and Police Commissioners

- Edward McKee (Chair)
- Stuart Berman
- Scott Fishman
- Jay Jorbin

Planning and Zoning Commission

- Mitchel Weinstein (Chair)
- Amy Au
- Adam Moodhe
- Neil Worlikar
- Marc Spunt
- Jason Davis
- Sujat Saxena
- Donald Schwartz
- Chad Gregory

Health Commission

- Deb Moritz (Chair)
- Mike Garfield
- Karleen Pitchford
- Doug Pitchford
- Dr. Becky Bergman
- Nisha Patalay

Farmers Market Committee

- Paulette Greenberg (Chair)
- Larry King
- Ed Muldoon
- Jackie Beegun
- Jane Primack
- Beth Nudelman
- David Bergman
- Mindy Lazor
- Steve McLellan
- Maanasha Sankareswari – Ramesh
- Narayanasamy Ramesh

Rick Kahen Commission for Residents with Disabilities

Members

- Judy Samuels (Chair)
- Martin Sussman (Vice Chair)
- Dean Klassman
- Beth Shapiro
- Jack Shapiro
- Mark Weiner
- Lexi Robinson
- Leo Njongmeta
- Matthew Dragon
- Allie Zalay
- Amy Parker
- Gowri Magati
- Kate Jauregui

Volunteers

- Donna Garfield

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Christopher Black
- Larry Stanley

Ethics Commission

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

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 5.a.
Swearing In of Firefighter Dimitar Hristov

Contacts
Liaison: Trustee Richards
Staff: Lawrence Kane

Staff Recommendation
Staff recommends presentation.

Recommended Motion
Staff recommends presentation.

Summary
Firefighter Dimitar Hristov will be sworn in as the newest member of the Buffalo Grove Fire Department.

Strategic Alignment
Guiding Principle
Principle 2: Outstanding Village Services
Principle 3: Plan and Invest in the Future
Principle 4: High Performing Village Team

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

File Attachments
None

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AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 5.b.
Deputy Director of Community Development Introduction

Contacts
Liaison: Trustee Ottenheimer
Staff: Nicole Woods

Staff Recommendation
Staff recommends presentation.

Recommended Motion
Staff recommends presentation.

Summary
Staff will present the new Deputy Director of Community Development, Michelle House.

Strategic Alignment
Guiding Principle
Principle 4: High Performing Village Team

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

File Attachments
None

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 8.a.
National Police Week Proclamation

Contacts

Liaison: Trustee Richards
Staff: Brian Budds

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Presentation of a Proclamation Recognizing National Police Week.

Strategic Alignment

Guiding Principle

Principle 6: Engages Our Residents

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Police Week 2026

BUFFALO GROVE

PROCLAMATION

NATIONAL POLICE WEEK 2026

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Buffalo Grove Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Buffalo Grove; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that the members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, over 24,400 law enforcement officers have been killed in the line of duty, and their names are permanently engraved in granite at the National Law Enforcement Officers Memorial in Washington, D.C.

AND WHEREAS, the men and women of the Buffalo Grove Police Department unceasingly provide a vital public service; and

NOW, THEREFORE, the Village President and Board of Trustees of the Village of Buffalo Grove, call upon all citizens of Buffalo Grove and upon all patriotic, civil and educational organizations to observe the week of May 11th to May 17th, 2026, as Police Week with appropriate ceremonies in which all people may join in commemorating police officers, past and present who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

Proclaimed this 18th of May, 2026.

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Eric N. Smith
Village President

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 8.b.
EMS Week Proclamation

Contacts
Liaison: Trustee Richards
Staff: Lawrence Kane

Staff Recommendation
Staff recommends presentation.

Summary
EMS Week Proclamation

Strategic Alignment
Guiding Principle
Principle 2: Outstanding Village Services
Principle 4: High Performing Village Team
Principle 5: Partnership with Local Districts

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

File Attachments
1. Proclamation EMS Week - May 2026

BUFFALO GROVE

PROCLAMATION

PROCLAMATION RECOGNIZING EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating an Emergency Medical Services Week; and

NOW, THEREFORE, I, Eric N. Smith, Village President of the Village of Buffalo Grove, do hereby proclaim May 17-23, 2026, as Emergency Medical Services Week in the Village of Buffalo Grove.

Proclaimed this 18th of May 2026.

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Eric N. Smith
Village President

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 8.c.
Proclamation Recognizing May 17-23, 2026, as Public Works Week

Contacts
Liaison: Trustee Johnson
Staff: Chris Krase

Staff Recommendation
Staff recommends proclamation.

Recommended Motion
Staff recommends approval.

Summary
Designates May 17-23, 2026, as Public Works Week.

Strategic Alignment
Guiding Principle
Principle 2: Outstanding Village Services

Goal
Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services
Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments
1. Proclamation - Public Works Week 2026

PROCLAMATION

PROCLAMATION RECOGNIZING May 17-23, 2026, As Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Buffalo Grove and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Buffalo Grove to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association; and,

NOW THEREFORE, I, Eric Smith, Village President of the Village of Buffalo Grove, do hereby proclaim the May 17-23, 2026 as Public Works Week in the Village of Buffalo Grove.

Accordingly, I encourage our citizens to join us as we participate in Public Works Week activities.

Proclaimed this 18th of May, 2026.

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Eric N. Smith
Village President

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 8.d. O-2026-49
Ordinance Amending Title 5.20 Liquor Controls

Contacts

Liaison: President Smith
Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance amending Title 5.20 Liquor Controls to amend Subsection A of Section 5.20.100 License Classifications, reserve a Class A license for Brunchy's Cafe Inc, and update Section 5.20.130 Licenses Authorized.

Summary

Background

This ordinance is to amend Title 5.20 Liquor Controls of the Village of Buffalo Grove Municipal Code. Subsection A of Section 5.20.100 License Classifications is amended to provide for the sealing and removal of open wine bottles consistent with the Illinois Liquor Control Act for restaurants with Class A and A-1 licenses. A Class A liquor license is reserved for Brunchy's Cafe Inc at 1224 Dundee Road and Section 5.20.130 is updated to reflect licenses authorized through April 30, 2027.

Strategic Alignment

Guiding Principle

Principle 7: Builds Our Community

Goal

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

File Attachments

1. Memo - Amending 5.20 Liquor Controls - 05182026-revised (1)
2. DRAFT Ordinance - Amending 5.20 Liquor Controls - 05182026

MEMORANDUM

DATE:	May 18, 2026
TO:	Village Manager Dane Bragg
FROM:	Samina Shaikh, Administrative Services Manager / Deputy Village Clerk
SUBJECT:	Update to Chapter 5.20 Liquor Controls

RECOMMENDATION

Staff recommend amending Title 5.20 Liquor Controls of the Village of Buffalo Grove Municipal Code to amend Subsection A of Section 5.20.100 License Classifications, reserve a Class A license for Brunchy's Cafe Inc, and update Section 5.20.130 Licenses Authorized.

BACKGROUND

Updates are proposed to Title 5.20 Liquor Controls of the Village of Buffalo Grove Municipal Code. The changes are included in the attached ordinance and are as follows:

A. Subsection A of Section 5.20.100 of the Village of Buffalo Grove Municipal Code is hereby amended to provide for the sealing and removal of open wine bottles consistent with the Illinois Liquor Control Act for restaurants with Class A and A-1 licenses. The amendment follows a recent request to the Local Liquor Commissioner from a restaurant owner where patrons have sought permission to remove wine not consumed with their meal off the premises. The amendment is based on the request to update our code to be consistent with the referenced provisions of the Illinois Liquor Control Act.
B. A Class A liquor license is reserved for Brunchy's Café Inc at 1224 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before August 17, 2026. The Village Manager shall have the authority to extend the August 17, 2026 date for good cause shown. If not so extended, this reservation shall cease.
C. Section 5.20.130 Licenses Authorized is hereby updated to reflect licenses authorized through April 30, 2027.

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ORDINANCE 2026-xxx

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

SECTION 1. Section 5.20.100 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

5.20.100 – License - Classifications.
Subsection A. of Section 5.20.100 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection A. of Section 5.20.100 shall provide as follows.

Such licenses are divided into the following classes:

A. Class A and A-1 licenses, authorizing the retail sale of alcoholic liquors on the specified premises for consumption only on the premises where sold, which premises shall be a restaurant, or an entertainment facility with a restaurant, or a hotel with a restaurant, where the food service component of the business is operational during the hours of sale and service of alcoholic liquor and a printed menu is on display and in effect. Class A authorizes the sale of all alcoholic beverages. Class A-1 authorizes the sale of beer and wine only. Patrons will not be allowed to leave the premises with open alcohol containers; however, if a patron wishes to cork their wine bottle, the corking must comply with 235 ILCS 5/6-33 and the licensee must place the bottle of wine in a securely sealed, transparent one-time use tamper-proof bag.

1. If the licensed restaurant is within a hotel, the following conditions and limitations apply:
    a. Alcoholic liquor shall only be consumed:
        i. In rooms which contain sleeping accommodations but only if delivered to the room by an individual of at least twenty-one years of age,
        ii. In meeting rooms, restaurants, lounge/lobby areas, buffet rooms and a courtyard surrounded by the hotel building, or
        iii. At a service area;

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b. The application for a hotel restaurant's class A or A-1 license shall include the applicant's operational plans delineating acceptable administrative controls to ensure that underage drinking does not occur in the rooms which contain sleeping accommodations;

c. No person shall rent a hotel room from the proprietor or agent thereof where such a room shall be used for the consumption of alcoholic liquor by persons under the age of twenty-one years;

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

5.20.130 Licenses authorized.
Subsection A. of Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection A. of Section 5.20.130 shall provide as follows.

Licensee and d/b/a	***Address***
Class A.	
1. Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
2. Leiserv, LLC d/b/a Lucky Strike Buffalo Grove	350 McHenry Road
3. Continental Restaurant, Inc.	782 S. Buffalo Grove Road
4. Eva's Mexican Restaurant, Inc.	205 Dundee Road
5. Chanprung, LLC d/b/a Full Thai	1000 Weiland Road
7. Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
8. Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
9. Guzman Y Gomez Restaurants, LLC	120 McHenry Road
10. La Presa Restaurant, Inc.	86 W. Dundee Road
11. Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
12. Paddock Lounge, LLC	301 Hastings Drive
13. TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street
14. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
15. Sky Fitness Café, Inc. d/b/a Sky Spa & Sauna	1501 Busch Parkway
16. Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road
17. WJN Gold, LLC d/b/a WJ Golf	401 Half Day Road
18. Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road
19. Rotary Sushi and Bar LLC d/b/a Blackfish Rotary Sushi and Bar	686 Buffalo Grove Road

20. Lazy Dog Colorado Ops, LLC d/b/a Lazy Dog Restaurant & Bar	51 McHenry Road
21. SP Ramen 24 Inc d/b/a Sanjo Ramen	167 McHenry Road
22. SSAS Foods LLC d/b/a Hyderabad House Buffalo Grove	800 Lake Cook Rd
23. Culinary Conquest Inc d/b/a Flambe Karma	1155 McHenry Road
24. Brunchy's Café Inc	1224 Dundee Road

SECTION 3. Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

5.20.130 Licenses authorized.
Subsection A. of Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection A. of Section 5.20.130 shall provide as follows.

A. The following licenses are authorized through ~~April 30, 2026:~~ April 30, 2027:

SECTION 4.

A. Subsection A of Section 5.20.100 of the Village of Buffalo Grove Municipal Code is hereby amended to provide for the sealing and removal of open wine bottles consistent with the Illinois Liquor Control Act for restaurants with Class A and A-1 licenses.
B. A Class A liquor license is reserved for Brunchy's Café Inc at 1224 Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before August 17, 2026. The Village Manager shall have the authority to extend the August 17, 2026 date for good cause shown. If not so extended, this reservation shall cease.
C. Section 5.20.130 Licenses Authorized is hereby updated to reflect licenses authorized through April 30, 2027.
D. This Section 4 shall not be codified.

SECTION 5. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: ______________________
NAYES: ______________________
ABSENT: ______________________
PASSED: ______________________, 2026
APPROVED: ______________________, 2026
PUBLISHED: ______________________, 2026

ATTEST:

____
Janet M. Sirabian, Village Clerk

APPROVED:

____
Eric N. Smith, Village President

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 8.e. R-2026-9
Resolution Approving Grant for Police Drone Program Expansion.

Contacts

Liaison: Trustee Cesario
Staff: Brian Budds

Staff Recommendation

Staff recommends approval.

Recommended Motion

Staff recommends approval.

Summary

Background
The FY2025 Budget (SB251, Public Act 103-0589, Section 5220) includes a reappropriation of funds from the Rebuild Illinois Projects Fund to the Department of Commerce and Economic Opportunity for grants to local governments for capital improvements and equipment purchases, including drones. The Buffalo Grove Police Department has been allocated $15,000 through this program, which will be used to purchase two additional drones, related equipment, including batteries, and an integrated carrying case.

Strategic Alignment

Guiding Principle
Principle 1: Financially Responsible and Sound
Principle 2: Outstanding Village Services
Principle 3: Plan and Invest in the Future

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

File Attachments

1. SD250275 - Buffalo Grove Police Department SOW FInal
2. 25-203671 Notice of Grant Award
3. 25-203671 Uniform Grant Budget
4. dceo-conflict-of-interest-disclosure
5. Drone Grant Resolution

Scope of Work

SD250275

Village of Buffalo Grove

EXHIBIT A: PROJECT DESCRIPTION

The Grantee is a governmental entity which provides essential public services to the citizens of the Village of Buffalo Grove.

Grant funds will be utilized for all costs, including any that are prior-incurred associated with the purchase of drones and related equipment for the Grantee's police department located at 46 Raupp Boulevard in the Village of Buffalo Grove, IL. , Grant funds will cover the purchase and/or installation of equipment to include items such as: drones; drone batteries; controllers; a video encoder; a squad integrated drone deployment box with monitor; a portable generator to ensure equipment reliability during high demand or emergency situations; and all related equipment. Currently, the department maintains one drone as a part of its Small Unmanned Aircraft System (sUAS) Program. The integration of additional sUAS resources will significantly enhance the Grantee's capacity for search and rescue operations, surveillance, evidence collection and incident response.

Specifically, Grant funds will cover "Equipment/Materials/Labor" costs associated with the purchase and/or installation of items such as: video encoder, drones, drone batteries, drone controllers, drone propellers, generator/portable power supply, drone box, squad integrated drone carrying box with monitor, and all related costs for the Grantee's police department.

The completion of this project will benefit the public by protecting life and property through innovative, and responsive policing.

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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY	**VILLAGE OF BUFFALO GROVE**
By: ______________________	By: ______________________
Signature of Kristin A. Richards, Director	Signature of Authorized Representative
Date: ______________________	Date: ______________________
	Printed Name: Eric Smith
By: ______________________	
Signature of Designee	Printed Title: Village President
Date: ______________________	Email: esmith@vbg.org
Printed Name: ______________________	
Printed Title: ______________________	
Designee	
By: ______________________	By: ______________________
Signature of Second Grantor Approver, if applicable	Signature of Second Grantee Approver, if applicable
Date: ______________________	Date: ______________________
Printed Name: ______________________	Printed Name: ______________________
Printed Title: ______________________	Printed Title: ______________________
Second Grantor Approver	Second Grantee Approver (optional at Grantee's discretion)
By: ______________________	
Signature of Third Grantor Approver, if applicable	
Date: ______________________	
Printed Name: ______________________	
Printed Title: ______________________	
Third Grantor Approver	

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on **04/01/2026** and expires on **03/31/2028** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$15,000.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-1896 and the CSFA Name is Durable Movable Equipment. If applicable, the State Award Identification Number (SAIN) is 1896-63123.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

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

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

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

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

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

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

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

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

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

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

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

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

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

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

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

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

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

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

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

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI

BUDGET

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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

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

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

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII
AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least $1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $750,000 in State-issued Awards, but expends at least $500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

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

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A**, **PART TWO** or **PART THREE**.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV
NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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

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

ARTICLE XVIII
EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX
INSURANCE

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

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

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

ARTICLE XXII
MISCELLANEOUS

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

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

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

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

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

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

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

SCOPE OF WORK
Grant funds will be utilized for all costs, including any that are prior-incurred associated with the purchase of drones and related equipment for the Grantee's police department located at 46 Raupp Boulevard in the Village of Buffalo Grove, IL,

The completion of this project will benefit the public by protecting life and property through innovative, and responsive policing.

PROJECT WORK PLAN
The Grantee shall administer the project as outlined in the Grantee's Project Work Plan approved by the Grantor. The Project Work Plan may be modified with Grantor approval throughout the Term of this Agreement. The Project Work Plan, once approved by Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

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

EXHIBIT C

CONTACT INFORMATION

<u>CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION</u>:

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

FOR OFFICIAL GRANT NOTIFICATIONS

<u>GRANTOR CONTACT</u>

Name: Kristin A. Richards

Title: Director

Address: 1011 S. 2nd St.
Springfield, IL 62704

<u>GRANTEE CONTACT</u>

Name: Eric Smith

Title: Village President

Address: 50 RAUPP BLVD
Buffalo Grove, IL 60089-2139

<u>GRANTEE PAYMENT ADDRESS</u>
(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>

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

<u>GRANTEE CONTACT</u>

Name: Eric Sarat
Title: Officer
Address: 50 RAUPP BLVD
Buffalo Grove, IL 60089-2139
Phone: 847-777-6264
TTY#: N/A
Email Address: esarat@vbg.org

<u>GRANTEE DESIGNEES</u>
The following are designated as Authorized Designee(s) for the Grantee (*See* **<u>PART TWO</u>**, ARTICLE XXIII):

Authorized Designee: ____________________
Authorized Designee Title: ____________________
Authorized Designee Phone: ____________________
Authorized Designee Email: ____________________

Authorized Designee Signature: ____________________

Authorized Signatory Approval: ____________________

Authorized Designee: ____________________
Authorized Designee Title: ____________________
Authorized Designee Phone: ____________________
Authorized Designee Email: ____________________

Authorized Designee Signature: ____________________

Authorized Signatory Approval: ____________________

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Salma Larhouti
Email: salma.larhouti@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII
AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV
ADDITIONAL MONTORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but result in an increase of ten percent (10%) or more to any expenditure category of the current approved Budget, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. <u>Remedies for Non-Compliance</u>. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. <u>Grant Refunds</u>. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. <u>Grant Funds Recovery Procedures</u>. In the event that Grantor seeks to recover from Grantee Grant Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq*. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. <u>Grantee Responsibility</u>. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. <u>Billing Schedule</u>. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in <u>**PART THREE**</u> or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

(a) Cash payment of the entirety or a portion of the real property acquisition;

(b) Cash Payment of a down payment for the acquisition;

(c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e*., closing costs); or

(d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

ARTICLE XXXIII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, “Personal Information” shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 (“PIPA”).

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

February 2027

- Quarterly Periodic Financial Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

April 2027

- Quarterly Periodic Financial Report (04/30/2027) - Covering Period of 01/01/2027 - 03/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2027) - Covering Period of 01/01/2027 - 03/31/2027; Send To: Grant Manager

July 2027

- Quarterly Periodic Financial Report (07/30/2027) - Covering Period of 04/01/2027 - 06/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2027) - Covering Period of 04/01/2027 - 06/30/2027; Send To: Grant Manager

November 2027

- Quarterly Periodic Financial Report (11/01/2027) - Covering Period of 07/01/2027 - 09/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2027) - Covering Period of 07/01/2027 - 09/30/2027; Send To: Grant Manager

January 2028

- Quarterly Periodic Financial Report (01/31/2028) - Covering Period of 10/01/2027 - 12/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2028) - Covering Period of 10/01/2027 - 12/31/2027; Send To: Grant Manager

May 2028

- Quarterly Periodic Financial Report (05/01/2028) - Covering Period of 01/01/2028 - 03/31/2028; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/01/2028) - Covering Period of 01/01/2028 - 03/31/2028; Send To: Grant Manager
- End of grant Closeout Financial Report (05/15/2028) - Covering Period of 04/01/2026 - 03/31/2028; Send To: Grant Manager
- End of grant Closeout Performance Report (05/15/2028) - Covering Period of 04/01/2026 - 03/31/2028; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
X	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing

Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of $500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq*.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity			State FY:	2026
Grantee:	Village of Buffalo Grove			UEI #:	VVRJU7823NY4
NOFO Number:		CSFA Number:		Grant Number:	25-203671
CSFA Description:					

Section A: State of Illinois Funds	Summary	Detail
Revenues		
State of Illinois Grant Amount Requested	$15,000.00	
Budget Expenditure Categories		
1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	$15,000.00	
1217 EQUIPMENT/MATERIAL/LABOR		$15,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	$15,000.00	$15,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	$15,000.00	$15,000.00

Grantee: Village of Buffalo Grove

NOFO Number: 0

Grant Number: 25-203671

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organziation must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 15% modified total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- ☐ complies with other statutory policies.

Rate: ____ %

5) ☑ No reimbursement of Indirect Cost is being requested.

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: ____ To: ____ Approving Federal or State Agency: ____

Indirect Cost Rate: ____ % The Distribution Base Is: ____

Grantee:	Village of Buffalo Grove	NOFO Number:	0
		Grant Number:	25-203671

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization:	____________________	Institution/Organization:	____________________
Signature:	____________________	Signature:	____________________
Printed Name:	____________________	Printed Name:	____________________
Title:	____________________	Title:	____________________
Phone:	____________________	Phone:	____________________
Date:	____________________	Date:	____________________

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

Conflict of Interest Disclosure

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose in writing to the awarding State agency any actual or potential conflict of interest that could affect the State award for which the Grantee has applied or has received. See 30 ILCS 708/35; 44 Ill. Admin Code § 7000.40(b)(3); 2 CFR § 200.112. A conflict of interest exists if an organization's officers, directors, agents, employees and/or their spouses or immediate family members use their position(s) for a purpose that is, or gives the appearance of, being motivated by a desire for a personal gain, financial or nonfinancial, whether direct or indirect, for themselves or others, particularly those with whom they have a family business or other close associations. In addition, the following conflict of interest standards apply to governmental and non-governmental entities.

Definitions:

Governmental Entity. If the Grantee is a governmental entity, no officer or employee of the Grantee, member of its governing body or any other public official of the locality in which the award objectives will be carried out shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

Non-governmental Entity. If the Grantee is a non-governmental entity, no officer or employee of the Grantee shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

The Grantee shall also establish safeguards, evidenced by policies, rules and/or bylaws, to prohibit employees or officers of Grantee from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee has a continuing duty to immediately notify the Department of Commerce and Economic Opportunity (the "Department") in writing of any actual or potential conflict of interest, as well as any actions that create or which appear to create a conflict of interest.

Are there any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied?

☐ No ☐ Yes

If there are any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied, please describe them all here:

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

Supporting documentation should include, but is not limited to, the following: the organization's bylaws; a list of board members; board meeting minutes; procedures to safeguard against the appearance of personal gain by the organization's officers, directors, agents, and family members; procedures detailing the proper internal controls in place; timesheets documenting time spent on the award; and bid documents supporting the selection of the contractor involved in the conflict, if applicable.

By signing this document, below, as the duly authorized representative of Grantee, I hereby certify that:

- All of the statements in this Conflict of Interest Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- If I become aware of any situation that conflicts with any of the representations herein, or that might indicate a potential conflict of interest or create the appearance of a conflict of interest, I or another representative from my organization will immediately notify the Department's grant manager for this award.
- I have read and I understand the requirements for the Conflict of Interest Disclosure set forth herein, and I acknowledge that my organization is bound by these requirements.

____

Grantee Organization (Company Name):

____ ____________________

Signature of Authorized Representative Date

____

Printed Title (Authorized Signator Title):

____ ____________________

Printed Name (Authorized Signator Name): CSFA Number

RESOLUTION 2026-xx

A RESOLUTION APPROVING AND RATIFYING A GRANT AGREEMENT TO EXPAND THE POLICE DEPARTMENT'S SMALL UNMANNED AERIAL SYSTEMS PROGRAM

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 Police Department has been awarded grant funding in the amount of Fifteen Thousand Dollars ($15,000) through the FY 2025 State Budget (SB2501, Public Act 103-0589), administered by the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the grant funds will be used for the purchase of two (2) drones and related equipment, including a generator, video encoder, batteries, propellers, and a squad-integrated drone carrying box, to support the Department's Small Unmanned Aerial Systems (sUAS) Program; and

WHEREAS, the expansion of the sUAS Program will enhance the Police Department's capabilities.

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

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

SECTION 2. The Grant Agreement between the Village of Buffalo Grove and the Illinois Department of Commerce and Economic Opportunity is hereby approved and ratified.

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

AYES: ____________________
NAYES: ____________________
ABSENT: ____________________
PASSED: ________________, 2026
APPROVED: ________________, 2026

ATTEST: APPROVED:

____________________ ____________________

Janet M. Sirabian, Village Clerk Eric N. Smith, Village President

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 8.f.
Intergovernmental Agreement for Buffalo Grove Days Festival Operations

Contacts

Liaison: Trustee Johnson
Staff: Molly Gillespie

Staff Recommendation

Staff recommends approval.

Recommended Motion

Staff recommends approval of the Intergovernmental Agreement (IGA) between the Village of Buffalo Grove and the Buffalo Grove Park District for the continued joint production and operation of Buffalo Grove Days for the years 2026 through 2030.

Summary

Background

Since 2021, the Village and Park District have successfully partnered to produce Buffalo Grove Days through a collaborative 50/50 operational model. The partnership has proven highly effective by aligning responsibilities with each agency's operational strengths, resulting in a stronger event experience, improved coordination, and enhanced long-term sustainability of the festival.

Under the partnership structure, the Village has continued to lead public safety operations, event logistics, public works setup and teardown activities, signage, permitting, purchasing, and carnival coordination. The Park District has focused on entertainment programming, sponsorships, food and beverage operations, and event scheduling. This division of responsibilities has allowed both organizations to concentrate on the services and expertise they provide best while maintaining a shared commitment to the success of the community's signature event.

The partnership has also improved financial accountability and operational planning while maintaining the community-focused and volunteer-supported spirit of Buffalo Grove Days.

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Continued collaboration between the agencies has strengthened relationships with sponsors, vendors, volunteers, community groups, and residents while creating a stable operational framework for future festivals.

The current agreement has expired, and staff from both agencies have worked collaboratively to prepare an updated Intergovernmental Agreement to continue the partnership through 2030.

Analysis

Key provisions of the proposed agreement include:

1. Establishes a five-year partnership term for Buffalo Grove Days from 2026 through 2030.
2. Continues the successful 50/50 operational and financial partnership model between the Village and Park District.
3. Maintains the use of Mike Rylko Community Park as the primary festival site.
4. Formalizes agency responsibilities, including:
    a. Village responsibilities for public safety, emergency management, public works support, carnival coordination, permitting, purchasing/contracts, and event infrastructure.
    b. Park District responsibilities for entertainment programming, sponsorship acquisition, food and beverage operations, and event scheduling.
5. Continues shared financial responsibility for event revenues and expenses, including restoration and maintenance costs associated with festival operations.
6. Establishes updated insurance, indemnification, vendor, and operational requirements for both agencies and event partners.
7. Provides a framework for future collaboration and adaptation as improvements and enhancements occur within Mike Rylko Community Park and surrounding festival infrastructure.

Financial Impact

The agreement continues the shared revenue and expense model utilized successfully since 2021. Both agencies will continue to collaboratively review and approve annual event budgets, contracts, sponsorships, and operational expenditures. The intent remains to operate Buffalo Grove Days in a fiscally responsible manner while maintaining a high-quality community event.

Next Steps

Upon approval by both governing bodies, the Village Manager and Park District Executive Director will execute the agreement, and planning activities for Buffalo Grove Days 2026 will continue. Representatives from both agencies will also work with partner organizations, including the Buffalo Grove-Lincolnshire Chamber of Commerce and the Rotary Club of Buffalo Grove to draft new memorandums of understanding which will be brought forward to the Village Board and Park District Board of Commissioners in the near future.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts
Principle 6: Engages Our Residents
Principle 7: Builds Our Community

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. 2026-0514 Ordinance BG Days IGA
2. 2026 BG Days Partnership IGA_Final
3. 2026-0514 BG Days IGA Joint Memo

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ORDINANCE 2026-____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE BUFFALO GROVE PARK DISTRICT FOR BUFFALO GROVE DAYS EVENT

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

WHEREAS, the Village wishes to enter into an agreement with the Buffalo Grove Park District for the purposes of jointly hosting the Buffalo Grove Days event each year from 2026-2030.

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

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

SECTION 2. The Village Manager is authorized to execute an agreement with the Buffalo Grove Park District, pending review and approval by the Village Attorney.

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

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

AYES: ______________________________
NAYES: ______________________________
ABSENT: ______________________________
PASSED: ______________________________, 2026
APPROVED: ____________________________, 2026

APPROVED:

____
Eric Smith, Village President

ATTEST:

____
Janet Sirabian, Village Clerk

INTERGOVERMENTAL AGREEMENT
FOR THE OPERATION OF THE BUFFALO GROVE DAYS FESTIVAL

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ of ______________, 2026 by and between the Village of Buffalo Grove ("Buffalo Grove" and/or "Village") and the Buffalo Grove Park District ("Park District") and jointly referred to as "Parties".

WHEREAS, Buffalo Grove is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, and as such, may exercise any power and perform any function related to its government and affairs not otherwise precluded by state law or Constitutional provision; and

WHEREAS, the Park District is a unit of local government organized under the Park District Code, 70 ILCS 1205 *et seq*., and, as such, may exercise any power and perform any function related to its government and affairs; and

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

WHEREAS, the Intergovernmental Agreement Cooperation Act, 5 ILCS 220/1 *et seq*., authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into agreements for the performance of governmental services, activities or undertakings; and

WHEREAS, the Park District is the owner of the real property commonly referred to as Mike Rylko Community Park, located at 1000 North Buffalo Grove Road, Buffalo Grove, Illinois 60089 (the "Park" or the "Festival Site"); and

WHEREAS, the Village and Park District previously entered into an Intergovernmental Agreement for the operation of the Buffalo Grove Days Festival dated December 12, 2022 ("2022 Agreement") whereby the Parties agreed to annually host a summer festival entitled "Buffalo Grove Days" at the Park, generally constituting five days beginning the Thursday before Labor Day and concluding upon Labor Day (the "Event"); and

WHEREAS, the term of the 2022 Agreement ended and the Village and the Park District desire the continue the Event; and

WHEREAS, the Village and the Park District agree that it is in their community's best interests to host the Event based on the terms and conditions set forth this Intergovernmental Agreement .

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

Section 2. Festival Site

The Event will be held at the Park generally consistent with site layout plan set forth in, **Exhibit A** Festival Site . The Parties may, from time to time, amend the site layout plan, upon concurrence by the Agency Representatives, as defined in Section 7 of this Agreement, of the respective Parties.

Section 3. Setup and Teardown

A. The Village shall be responsible for all setup and teardown activities pertaining to its sponsorship of the Event and as a result of the use of the Festival Site.

B. The Park District shall permit Village crews (including but not limited to Police, Fire, Emergency Management Agency, Public Works, Community Development), vendors serving the Event (including but not limited to carnival, tents, portable restrooms, signage, utility services and others) and volunteers to setup Event accommodations not less than ten (10) calendar days prior to the beginning of the Event.

C. The Park District shall be responsible for setup and teardown activities pertaining to its sponsorship of programs and events on the Festival Site. The Village will be responsible for managing Park District provided restrictions pertaining to access and use of the Park District's Fitness Center parking lot and facility.

D. Each year preceding the Event, it shall be the responsibility of the Village Public Works Director, or the Director's designee, to meet and confer with designated Park District personnel to review the location and placement of all temporary structures, utility services, wires, communication and surveillance equipment, blockades, traffic control signage and other appurtenances.

E. The Park District shall appoint a staff person to serve as a liaison to the Village to serve as the Park District's Agency Representative as set forth in Section 7 of this Agreement. The Agency Representative shall have the authority to provide guidance and direction to the Village on matters pertaining to the Festival Site.

F. The Village shall appoint a staff person to serve as a liaison to the Park District to serve as the Village's Agency Representative as set forth in Section 7 of this Agreement. The Agency Representative shall have the authority to provide guidance and direction to the Park District on matters pertaining to the Festival Site.

G. Prior to the Event, the Park District shall make all reasonable efforts to repair areas of the Festival Site grounds damaged by normal wear and tear to include re-seeding turf areas where sufficient grass cover no longer exists. Before the Event setup and again following the Event teardown, the Agency Representatives, or their designees, shall jointly inspect the Festival Site to document existing conditions and to assess any impacts associated with the Event. Following the post-Event inspection, Village and Park District staff shall mutually agree upon the scope of any restoration work required, the cost of which shall be shared 50/50 between the Parties ("Restoration Costs").

In addition, the Event budget shall include an annual line item of Three Thousand Dollars ($3,000) for miscellaneous maintenance associated with the Festival Site, to address periodic or cyclical maintenance needs related to Event use ("Maintenance Costs"). Such Maintenance Costs shall also be subject to a 50/50 cost share between the Village and the Park District. Any Maintenance Costs which remain after the Event has ended may be allocated to offset any Restoration Costs.

Except as otherwise provided herein, the Village shall not be responsible for or bear liability for damage to facilities or equipment beyond the Village's control, including damage caused by acts of nature, acts of terrorism, negligence, or intentional or criminal acts of third parties.

H. The Village shall complete all teardown activities within one week of the closure of the Event, including the removal of any equipment, stockpiles or materials. This timeline may be extended by both Parties in the event of extenuating circumstances. The Village will make its best efforts not to delay other Park District scheduled programs or events in completing teardown activities, provided that the delay is within the direct control of the Village.

Section 4. Event Management, Operation, and Budget

A. The Village shall be responsible for the orderly operation, supervision and management of the Event at all times and shall identify Agency Representative(s) who shall serve as the primary point of contact for the Park District.

B. The Village and its Police Department, in addition to volunteers assisting the Police Department, shall be responsible for the orderly flow of traffic to and from the Park entrances located along Illinois Route 83 during the Event. Should additional traffic control be considered warranted by the Police Chief, or the Chief's designee, the Village shall arrange for such traffic control to be provided at its sole expense.

C. The Park District shall acquire necessary approvals to permit the sale and consumption of alcoholic liquor on the Festival Site during the Event, which are subject to restrictions governing the sale and consumption of liquor as required in the Village's municipal code. Any Village fees typically assigned for the issuance of a local liquor license will be waived for the Event.

D. The Village shall acquire the Special Events Permit for the Event.

E. The Event shall generally run from 9:00 AM to 2:00 AM daily. The Park District or Village may extend hours of operation upon reasonable request.

F. The Agency Representatives, or their designees, shall be responsible for compliance with all local regulations concerning noise, vibration, light trespass and nuisance during the Event.

G. The Village shall provide security for overnight hours as deemed appropriate by the Police Chief and the Agency Representatives. The Park District grants authority to security personnel to occupy the Festival Site before, during and after the Event for the purpose of providing general security.

H. The Park District shall permit the Village to operate permanent freestanding and building mounted exterior lighting units during the Event, as well as to allow additional temporary lighting as needed.

I. The Parties acknowledge that the Event requires the provision of staging, light and audio equipment to facilitate live performances. The Parties covenant to work cooperatively to site and operate the concert stage(s).

J. The Village desires to provide temporary sewer and water connections for restroom facilities during the Event for improved sanitation and visitor comfort. The Park District shall accommodate the Village's reasonable requests to make such connections, at the Village's sole expense.

K. Certain facilities including tents and other temporary structures will require tethering or anchoring to provide adequate weather protection and safety. The Parties agree to work cooperatively to locate and repair any tether/anchor areas on Festival Site.

L. The Park District will make available to the Village certain facilities suitable for the possible evacuation of the Festival Site during an emergency, in cooperation with the Village's Emergency Management Director. Facilities shall include the Buffalo Grove Fitness Center, Spray 'n Play building and the Golf Dome permanent building. The Village shall establish a written emergency evacuation plan for the Event in case of inclement weather. The Village shall provide copies of said plan to the Agency Representatives and all other persons associated with the operation of the Event. The Village is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause.

M. The Park District will be responsible to obtain all sponsorships for the Event as included in the Attachment C, Split of Duties. Signs will be printed and installed by the Village. The Park District permits the Village and its affiliates to erect signage recognizing corporate event and program sponsors during the Event and within the Festival Site. All signage will be reviewed with the Park District to ensure proper placement and to minimize interference with existing site/facility signage.

N. The Village shall be entitled to operate a carnival upon the Festival Site, to be located within the paved parking areas, by a carnival operator having a legal business entity, liability insurance and coverage deemed sufficient by the Park District. To the extent permitted by law, the Village shall indemnify the Park District, its agents, employees, representatives, successors and assigns from and against all claims, demands, liabilities, suits, actions, damages and losses for personal injury, death or property damage, including without limitation, courts costs, investigative fees and attorney's fees, arising out of the operation of the carnival on the Festival Site, except to the extent caused, directly or indirectly, by the acts or omissions of the Park District.

O. The Village is responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended Event activities.

P. The Village and Park District shall have responsibility and authority for contracting with Event vendors and exhibitors and shall determine the fees to be charged to the Event vendors and exhibitors. Park District reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event vendors and/or exhibitors prior to and during the Event with respect to their compliance with this Agreement. The Split of Duties in Attachment C further refines the roles for specific contracts.

Q. The Parties shall require all Event vendors and exhibitors of the Event to have the appropriate licenses and permits. Commencing in 2027 and for each subsequent year of the Term, the Parties shall also require all Event vendors and exhibitors to restore any damage to the Festival Site caused by such vendor/exhibitor.

R. The Village recognizes that the Event will be operating on Park District grounds which is a no smoking campus pursuant to Park District Ordinance 1.23.

S. The Village and Park District agree in principle to the budget shown in Attachment D, Budget. As individual costs may change as contracts are obtained, any modification to a line item will be agreed to by the Agency Representatives prior to vendor contract signature or actual expenditure. It is a stated goal to limit financial liability and maintain a break even or better financial outcome from the Event. However, both sides acknowledge that there could be a shared loss at the end of the Event. All revenues or losses would be split 50/50 between the Village and Park District.

T. The Village understands that the Park District staff member assigned to sponsorship activities receives a nominal commission for each sponsorship dollar acquired. This commission will be taken from the overall sponsorship amount before it is assigned as revenue for the Event, as it is a direct cost to the Park District. Once commission is removed, the remaining revenue will be split 50/50.

U. Neither the Village nor the Park District will include staff time in its calculation of Event revenues nor expenses.

V. The Village and Park District agree that partnerships with other agencies or volunteer groups may be beneficial to the Event. Upon the Parties' mutual agreement to any such partnership(s), an agreement will be executed between the proposed agency or volunteer group and the Village and Park District.

Section 5. Term

A. This Agreement shall be in full force and effect for a period of five (5) years upon its passage by the Parties, for the years 2026, 2027, 2028, 2029 and 2030 (collectively, the "Term").

B. The Parties may extend this Agreement upon mutual agreement.

C. The Parties understand that permanent facilities may be constructed within the Term of this Agreement. Modifications to the Festival Site will be a joint effort and agreement between the Parties to adapt the Event to the modified space.

Section 6. Insurance and Indemnification Requirements

A. The Village shall conform to the insurance requirements contained in Exhibit B1.

B. All entities, either commercial, governmental or not-for-profit, licensed to operate amusements, entertainment, games, food and/or beverage service, sanitation services, utility services, housekeeping services or other services during the Event, are required to have on file with the Village a Certificate of Insurance with the insurance requirements provided in Exhibit B , naming the Village and the Park District as an additional insured thereon. Commencing in 2027 and for each subsequent year of the Term, the Parties shall also require Event vendors and exhibitors to indemnify both the Village and the Park District in accordance Exhibit B, Section 2.

C. To the maximum extent permitted by law, the Village and Park District shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligent or wrongful acts or omissions of their respective employees or other authorized agents in connection with this Agreement. However, neither Party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the negligent or wrongful acts or omissions of the other Party. If the Parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault.

Nothing set forth in this Agreement shall be deemed a waiver by the Village or Park District of any defenses, immunities, or privileges relating to any person or entity or their property, that are or would be otherwise available to the Village and Park District or its appointed and elected officers and officials, agents, volunteers and/or employees under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America.

Section 7. Cooperation

The Parties agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the Term of this Agreement. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

The following staff members will be identified as the respective “Agency Representatives”, granted authority to modify the event budget, site layout, and coordinate agency responsibilities:

For the Park District:
Joe Zimmermann, Director of Recreation and Operations

For the Village:
Molly Gillespie, Director of Communications and Engagement

Either Party may appoint a designee for temporary support, or a successor for permanent replacement, as long as written notice is provided to the other Party.

In the event that a dispute or issue cannot be resolved by the Agency Representatives, the matter shall be escalated to the Village Manager and the Park District Executive Director for review and resolution, whose joint determination shall be final.

Section 8. Waiver

The waiver by any Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

Section 9. Default/Breach and Remedy

A. The failure or refusal by either Party to comply with any of its obligations shall constitute a default under this Agreement.

B. If a Party defaults or breaches in the performance of any of its obligations under this Agreement, the other Party shall give written notice of such default/breach, and if the breaching Party does not cure the default/breach within 30 days after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if the breaching Party does not commence such curing within 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the other Party may terminate this Agreement. Upon termination of this Agreement, the Parties may pursue all available legal rights and remedies in court to assert or protect their rights.

Section 10. Notices.

All notices, demands or other writings in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the Party to be given such notice or other communication; (b) on the third business day following the date of deposit in the United Stated mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to the Village:	Village Manager Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, IL 60089

If to the Park District: Executive Director
Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, IL 60089

Section 11. General

A. This Agreement shall be binding on each Party and its respective successors, including successors in office.

B. In the event of a conflict in custom or practice, the terms of this Agreement shall prevail.

C. This Agreement creates no rights, title or interest in any person or entity whatsoever other than the Parties. Nothing in this Agreement shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the parties, and /or any of their respective officials, officers and/or employees.

Section 12. Amendments/Entire Agreement

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by both Parties hereto as required by law. The provisions set forth herein, constitute the entire agreement of the Parties regarding the matters addressed in the Agreement, and supersede any prior agreements or representations. Each of the exhibits and attachments attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits.

Section 13. Assignment

This Agreement shall not be assigned by either Party without the express written consent of the other Party.

Section 14. Severability

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be affected by such determination, unless the Agreement can no longer be performed by either party.

Section 15. Effective Date

The Effective Date of this Agreement shall be upon execution by the Parties.

Section 16. Termination

This Agreement shall terminate upon the expiration of the Term set forth in Section 5 above, or upon mutual agreement, of the Parties. Either Party may withdraw from this Agreement, at any time, upon at least 270 days prior written notice to the other Party of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing Party, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the other Party, whichever is later. If the withdrawing Party is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing Party shall still be obligated to cure the default.

Section 17. Choice of Law.

This Agreement shall be governed by the laws of the State of Illinois. The Circuit Court of Cook County, Illinois, shall have jurisdiction over any disputes arising under this Agreement, and each of the Parties hereby consents to such Court's exercise of jurisdiction.

Section 18. Authority to Execute.

The Parties represent and warrant to each other that this Agreement has been adopted and approved by their respective boards, and they have the authority to enter into this Agreement and perform their obligations hereunder.

Section 19. Titles

The headings and titles of this Agreement are for convenience and shall not influence the construction or interpretation of this Agreement.

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

BY: ______________________________ Date: ______________________________ Village
Manager
Village of Buffalo Grove

ATTEST: ___________________________
Village Clerk

BY: ______________________________ Date: ______________________________ Executive
Director
Buffalo Grove Park District

ATTEST: ___________________________
Secretary

EXHIBIT A – Festival Site

EXHIBIT B– Park District Insurance Requirements

Insurance and Indemnification

1. Village shall obtain and keep in full force for the Term of the Agreement insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

Village shall maintain commercial general liability (CGL) with contractual liability coverage with a limit of $1,000,000 combined single limit per occurrence for bodily injury and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.

The Park District shall be included as an additional insured under the Village's liability coverage, subject to the terms, obligations and conditions thereof, as respects liability arising out of the use of the premises as provided under this Agreement.

B. Business Auto Liability Insurance

If applicable, Village shall maintain business auto liability with a limit of not less than $1,000,000 combined single limit per accident for bodily injury and property damages.

C. Workers' Compensation Insurance

The Village employees providing services by or on behalf of the Village shall be covered by the Village's Workers' Compensation coverage with statutory limits and Employers Liability coverage with limits of $1,000,000 per accident.

D. General Insurance Provisions

a. Acceptability of Insurers

The Park District hereby acknowledges that the Village has liability coverage through the Suburban Liability Insurance Pool ("SLIP"). The Park District agrees that the liability coverage provided by SLIP is acceptable for the purposes of this Agreement.

b. Evidence of Insurance

Prior to using any Park District facility, Village shall furnish Park District with a certificate(s) of coverage executed by a duly authorized representative of SLIP, showing compliance with the insurance requirements set forth above.

Should the Village terminate its participation in SLIP prior to the termination of this Agreement, written notice thereof will be sent to the Park District within 10 business days.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Village's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, to prohibit the Village from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this Agreement at Park District's option.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions are the responsibility of the Village.

E. Additional Insured

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

F. Vendors

All Event vendors shall be subject to all the insurance requirements stated herein. Village agrees that it shall maintain, and it shall cause each of its vendors who will be participating in the Event to maintain commercial general liability insurance, naming the Park District and the Village as additional insured. A copy of all certificates of insurance must be sent to the Park District for review no later than two weeks prior to the start of the festival. The Vendors insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the Park District or Village. Any insurance or self-insurance maintained by the Park District or Village shall be in excess of the Vendor's insurance and shall not contribute with it.

2. Vendor Indemnification Requirements. Commencing in 2027 and for each subsequent year of the Term, the following shall be included in all Vendor agreements for the Event: "To the extent permitted by law, Vendor shall indemnify and hold harmless the Village and the Park District and their respective elected and appointed officials and officers and their employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the Vendor's activities and obligations pursuant to this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Vendor, or the Vendor's directors, officers, agents, employees, volunteers, invitees or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party

indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Village and the Park District, their respective commissioners, officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under or Vendor's default of any provision of the Agreement."

MEMORANDUM

DATE:	May 14, 2026
TO:	Village Board, Village of Buffalo Grove Board of Commissioners, Buffalo Grove Park District
FROM:	Molly Gillespie, Director of Communications and Engagement Joe Zimmermann, Director of Recreation and Operations
SUBJECT:	Intergovernmental Agreement for Buffalo Grove Days Festival Operations

RECOMMENDATION

Staff recommends approval of the Intergovernmental Agreement (IGA) between the Village of Buffalo Grove and the Buffalo Grove Park District for the continued joint production and operation of Buffalo Grove Days for the years 2026 through 2030.

BACKGROUND

Since 2021, the Village and Park District have successfully partnered to produce Buffalo Grove Days through a collaborative 50/50 operational model. The partnership has proven highly effective by aligning responsibilities with each agency's operational strengths, resulting in a stronger event experience, improved coordination, and enhanced long-term sustainability of the festival.

Under the partnership structure, the Village has continued to lead public safety operations, event logistics, public works setup and teardown activities, signage, permitting, purchasing, and carnival coordination. The Park District has focused on entertainment programming, sponsorships, food and beverage operations, and event scheduling. This division of responsibilities has allowed both organizations to concentrate on the services and expertise they provide best while maintaining a shared commitment to the success of the community's signature event.

The partnership has also improved financial accountability and operational planning while maintaining the community-focused and volunteer-supported spirit of Buffalo Grove Days. Continued collaboration between the agencies has strengthened relationships with sponsors, vendors, volunteers, community groups, and residents while creating a stable operational framework for future festivals.

The current agreement has expired, and staff from both agencies have worked collaboratively to prepare an updated Intergovernmental Agreement to continue the partnership through 2030.

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ANALYSIS

Key provisions of the proposed agreement include:

1) Establishes a five-year partnership term for Buffalo Grove Days from 2026 through 2030.
2) Continues the successful 50/50 operational and financial partnership model between the Village and Park District.
3) Maintains the use of Mike Rylko Community Park as the primary festival site.
4) Formalizes agency responsibilities, including:
    a. Village responsibilities for public safety, emergency management, public works support, carnival coordination, permitting, purchasing/contracts, and event infrastructure.
    b. Park District responsibilities for entertainment programming, sponsorship acquisition, food and beverage operations, and event scheduling.
5) Continues shared financial responsibility for event revenues and expenses, including restoration and maintenance costs associated with festival operations.
6) Establishes updated insurance, indemnification, vendor, and operational requirements for both agencies and event partners.
7) Provides a framework for future collaboration and adaptation as improvements and enhancements occur within Mike Rylko Community Park and surrounding festival infrastructure.

FINANCIAL IMPACT

The agreement continues the shared revenue and expense model utilized successfully since 2021. Both agencies will continue to collaboratively review and approve annual event budgets, contracts, sponsorships, and operational expenditures. The intent remains to operate Buffalo Grove Days in a fiscally responsible manner while maintaining a high-quality community event.

NEXT STEPS

Upon approval by both governing bodies, the Village Manager and Park District Executive Director will execute the agreement, and planning activities for Buffalo Grove Days 2026 will continue. Representatives from both agencies will also work with partner organizations including the Buffalo Grove-Lincolnshire Chamber of Commerce and the Rotary Club of Buffalo Grove to draft new memorandums of understanding which will be brought forward to the Village Board and Park District Board of Commissioners in the near future.

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 8.g. O-2026-50
Ordinance Amending the Fiscal Year 2025 Budget

Contacts
Liaison: Trustee Cesario
Staff: Chris Black

Staff Recommendation
Staff recommends approval.

Recommended Motion
I move to approve an Ordinance Amending the Fiscal Year 2025 Budget for the Village of Buffalo Grove

Summary

Attached is an Ordinance formally adopting the Village's FY 2025 Budget Amendments. The Budget amendments proposed modifying the budget document approved by the Village Board. All budget amendments proposed do not affect the integrity of the budget as it is still balanced.

Strategic Alignment
Guiding Principle
Principle 1: Financially Responsible and Sound

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

File Attachments
1. BOT 05.18.26_Memo Bud Amendment-5.13.26
2. BOT 5.18.26_Ord Budget Amendment-5.13.26
3. FY 2025 Budget Amendment_Exhibit - 5.13.26

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MEMORANDUM

DATE:	May 13, 2026
TO:	Village Manager Dane Bragg
FROM:	Chris Black, Finance Director
SUBJECT:	2025 Budget Amendment

RECOMMENDATION

Staff recommends approval of amendments to the FY 2025 Adopted Budget to reflect post-audit recommendations based on financial activity and reclassifications made during the audit process.

BACKGROUND

The FY 2025 Budget amendments propose modifying the budget document approved by the Village Board. The budget was presented to the President and Board of Trustees on November 18, 2024. Notice of public hearing was published on October 17, 2024, in the Daily Herald. The Village President and Board of Trustees approved the 2025 Budget on December 2, 2024.

The village performs budget amendments to address expenditure amounts that exceed the budget at the fund level. Typically, the amendments are necessary due to unanticipated expenses,.

There are proposed budget amendments for five funds. Both Lake Cook Road and Dundee Road TIF Funds paid consultant fees and Lake Cook Road TIF Fund made the first payment for the Clove revenue sharing agreement during the year. The MFT Fund transferred additional funds to the Street Capital Projects Fund. The Debt Service Fund expenditures for interest as well as paying agent fees exceeded what was budgeted for the new 2025 GO Bonds. The Buffalo Grove Golf Fund expenses for full-time salaries, merchandise purchases and state sales tax were over budget due to a promotion for succession planning, inventory replenishment and a new law in 2025 to collect sales tax on golf cart rentals.

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ORDINANCE 2026-xxx

AN ORDINANCE AMENDING FISCAL 2025 (JANUARY 1-DECEMBER 31, 2025) BUDGET FOR THE VILLAGE OF BUFFALO GROVE

WHEREAS, in accordance with Section 8-2-9.1 *et. Seq.* of the Illinois Municipal Code, 65 ILCS 5/8-2-9.1 *et seq.*, and Section 2.08.043 of the Village of Buffalo Grove Municipal Code, the President and Board of Trustees of the Village of Buffalo Grove have adopted the budget officer system; and

WHEREAS, pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4 and Section 2.08.043 of the Village of Buffalo Grove Municipal Code, the Village adopted an annual budget for fiscal year 2025, by Village ordinance number 2024-125, on December 6, 2024, in the amount of $161,402,251; and

WHEREAS the President and Board of Trustees of the Village of Buffalo Grove find that an amendment to the annual budget ordinance is necessary at this time to more accurately reflect the experience of the 2025 fiscal year.

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. That in order to more accurately reflect the experience of fiscal year 2025, certain budget amendments are necessary per the attached.

SECTION 2. That these amendments should reflect actual expenditures for fiscal year 2025 and will increase the total amount of budget expenditures by $1,483,063.

SECTION 3. That the following amendments be made to the various department and line-item accounts as specified. (Exhibit A)

SECTION 4. Additional funds are available to effectuate this revision.

SECTION 5. That this ordinance shall be in full force and effect after the passage and publication pursuant to the laws of the State of Illinois and the Village of Buffalo Grove.

AYES: ______________________
NAYES: ______________________
ABSENT: ______________________
PASSED: ________________, 2026
APPROVED: ________________, 2026
PUBLISHED: ________________, 2026

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

EXHIBIT A

2025 Budget Amendment

Expenditures

Fund	2025 Original Budget	Change	2025 Revised Budget	Description
Lake Cook Rd TIF Fund				
All Other Fees Revenue Sharing	0	697,095	697,095	TIF Revenue Sharing
All Other Expenses Consultant Fees	0	119,924	119,924	TIF Consulting Fees
All Other Expenses Contractual Services	0	500	500	TIF Contractual Services
Dundee Rd TIF Fund				
All Other Expenses Consultant Fees	0	5,173	5,173	TIF Consulting Fees
Motor Fuel Tax Fund				
Operating Transfers Capital Projects Streets	1,048,215	323,363	1,371,578	Annual Use of MFT Funds for Street Projects
Debt Service Fund				
Debt Service Interest	2,287,552	241,163	2,528,715	Additional Interest on 2025 Bonds
Debt Service Paying Agen Fees	3,000	175	3,175	Additional Paying Agent Fees for 2025 Bonds
Buffalo Grove Golf Fund				
Personal Services Salaries - Full Time	190,899	37,978	228,877	Promotion from part-time to full-time for succession planning
Operating Expenses Merchandise Purchases	55,000	26,886	81,886	Inventory replenishment due to high merchandise sales
Operating Expenses State Sales Tax	7,000	30,806	37,806	New law in 2025 to collect sales tax on golf cart rentals

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 8.h.
Proclamation Recognizing Safe Boating Week

Contacts

Liaison: President Smith
Staff: Christopher Stilling

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation recognizing May 16-22, 2026 as National Safe Boating Week

Strategic Alignment

Guiding Principle

Principle 6: Engages Our Residents

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. May 2026 - Safe Boating Month

BUFFALO GROVE

PROCLAMATION

PROCLAMATION RECOGNIZING NATIONAL SAFE BOATING WEEK

For over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, I, Eric N. Smith, Village President of the Village of Buffalo Grove, do hereby support the goals of the Safe Boating Campaign and proclaim May 16-22, 2026 as National Safe Boating Week and the start of the year-round effort to promote safe boating. I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Proclaimed this 18th day of May, 2026.

____

Eric N. Smith
Village President

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 8.i. O-2026-51
Ordinance Authorizing an Intergovernmental Agreement with Lake County Relating to the Deerfield Parkway/Road improvements in the Village of Buffalo Grove

Contacts

Liaison: Trustee Weidenfeld
Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance authorizing the Village President to execute an Intergovernmental Agreement with Lake County for sidewalk and street lighting improvements associated with the Deerfield Parkway/Road improvement project in an estimated amount of $132,024, subject to final review and approval by the Village Attorney.

Summary

Recommendation

Staff recommends that the Village Board authorize the Village President to execute an Intergovernmental Agreement (IGA) with Lake County, including funding participation in the estimated amount of $132,024 as detailed in Exhibit B of the Agreement for sidewalk and street lighting improvements as part of the improvement project along Deerfield Parkway/Road (County Highway 11) between Illinois Route 21 (Milwaukee Avenue) and Saunders Road (County Highway 58), subject to final review and approval by the Village Attorney.

Background

Lake County Division of Transportation (LCDOT), in coordination with the Illinois Department of Transportation (IDOT), is advancing roadway improvements along Deerfield Parkway/Road (County Highway 11) between Illinois Route 21 (Milwaukee Avenue) and Saunders Road (County Highway 58). The project includes roadway reconstruction, construction of a multi-use path and sidewalk improvements, mid-block crossings, intersection improvements, landscaping, and street lighting modifications. The project is currently anticipated for a September 18, 2026 letting, with construction anticipated to follow thereafter.

As part of the project development process, Village staff reviewed the proposed plans and identified Village-owned facilities within the project limits that require modification or relocation to accommodate the roadway improvements. These facilities include sidewalks, ADA ramps with detectable warnings, and street lighting infrastructure.

Under the proposed IGA, Lake County will include the Village-owned facilities as part of the overall construction contract for the project. The Village will reimburse the County for the Village share of construction, design engineering, and construction engineering costs associated with these improvements.

The sidewalk portion of the project is anticipated to receive federal funding assistance, reducing the Village's share for those improvements. Street lighting improvements are currently anticipated to be funded entirely through local funds due to limitations on available federal funding. If additional federal funds become available or favorable bids are received, the Village's share of the street lighting costs may be reduced.

Upon award of the construction contract, the Village will be invoiced for 95% of its estimated obligation, currently estimated at $125,422.80, with the remaining balance due upon project completion and final accounting. Actual costs will be based on awarded bid prices and final quantities.

Funding for the Village's share of the improvements is proposed in the FY 2027 Capital Improvement Plan within the Capital Projects Street Fund Account No. 160.75.560.20, Project No. 3013.

Strategic Alignment

Guiding Principle
Principle 1: Financially Responsible and Sound
Principle 3: Plan and Invest in the Future

Goal
Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services
Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. DRAFT Ordinance - IGA with Lake County for Deerfield Parkway
2. DRAFT - Deerfield Parkway IGA Final Draft 5.12.26

ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY RELATING TO THE DEERFIELD PARKWAY/ROAD IMPROVEMENTS IN THE VILLAGE OF BUFFALO GROVE

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 (VILLAGE) seeks to enter into an Intergovernmental Agreement (IGA) with Lake County (COUNTY) for the improvements to Deerfield Parkway/Road (County Highway 11) between Illinois Route 21 (Milwaukee Avenue) and Saunders Road (County Highway 58), known as COUNTY Section 15-00038-07-WR; and

WHEREAS pursuant to the IGA, the VILLAGE is required to appropriate funds to pay for VILLAGE-owned sidewalk and street lighting within the project limits, estimated at $132,024.00.

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

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

SECTION 2. The Village President is authorized to execute an Intergovernmental Agreement with Lake County for County Section 15-00038-07-WR, attached hereto and made a part hereof, pending final review and approval of the Village Attorney.

SECTION 3. There is hereby appropriated the sum of One Hundred Thirty-Two and Twenty-Four Dollars ($132,024.00), or so much thereof as may be necessary, from funds allotted to the Village, to pay its share of the cost of the improvement as provided in the IGA.

SECTION 4. The Village shall pay its share of the improvement costs to the County in accordance with the terms and conditions of the IGA, with final costs based upon actual quantities and contract unit prices for work performed related to Village facilities.

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

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

AYES: ________________________

NAYES: ________________________

ABSENT: ________________________

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PASSED: _____________________, 2026
APPROVED: _____________________, 2026
PUBLISHED: _____________________, 2026

ATTEST: APPROVED:

_______________________________ _______________________________
Janet M. Sirabian, Village Clerk Eric N. Smith, Village President

AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENTS TO DEERFIELD PARKWAY/ROAD (COUNTY HIGHWAY 11)
BETWEEN ILLINOIS ROUTE 21 (MILWAUKEE AVENUE)
AND SAUNDERS ROAD (COUNTY HIGHWAY 58)
INCLUDING SIDEWALK, AND STREET LIGHTING

THIS AGREEMENT is entered into this __________ day of ________________ , A.D. 20___ , by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its Mayor and VILLAGE Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety and welfare of the traveling public, the parties are desirous to undertake certain permanent roadway and non-motorized improvements to Deerfield Parkway/Road (COUNTY HIGHWAY 11) between Illinois Route 21 (Milwaukee Avenue) and Saunders Road (COUNTY HIGHWAY 58), including road reconstruction, construction of a multi-use path, sidewalk, mid-block crossings, street lighting modifications, landscaping, and the construction of intersection improvements at Illinois Route 21, Portwine Road, Hoffman Lane, Timberwood Lane, and Saunders Road; and,

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as COUNTY Section 15-00038-07-WR in which its location and limits are generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering, Ltd. (hereinafter PLANS), which, by reference herein, hereby become a part hereof. As of this writing, the current iteration of the PLANS are those dated January 19, 2026 (Pre-Final); and,

WHEREAS, the VILLAGE owns and maintains sidewalks within the project limits in conflict with the proposed IMPROVEMENT, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SIDEWALK) for which modification and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT and,

WHEREAS, the VILLAGE is desirous that the COUNTY modifies the SIDEWALK as part of the IMPROVEMENT as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE owns and maintains certain street lighting facilities within the project limits in conflict with the proposed IMPROVEMENT, including light poles, luminaries, foundations, controllers, conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING), for which modification and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY modifies the STREET LIGHTING as part of the IMPROVEMENT as a municipal facility and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the SIDEWALK, and STREET LIGHTING, shall collectively be known as VILLAGE-owned facilities (hereinafter VILLAGE FACILITIES); and,

WHEREAS, the estimated division of costs to the parties hereto associated with VILLAGE FACILITIES within the IMPROVEMENT are stipulated in the estimate that is attached as EXHIBIT B to THIS AGREEMENT and hereby made a part hereof; and,

WHEREAS, the COUNTY anticipates the use of federal Congestion, Mitigation Air Quality Program (CMAQ) funds, Surface Transportation Program (STP) funds, and Transportation Alternative Program (TAP) funds (hereinafter FEDERAL FUNDS) for the IMPROVEMENT; and,

WHEREAS, the Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates distribution of these FEDERAL FUNDS; and,

WHEREAS, the Illinois Department of Transportation (IDOT) is the implementing agency for these FEDERAL FUNDS; as such, IDOT will let the IMPROVEMENT. These FEDERAL FUNDS normally covers up to eighty percent (80%) of the construction for federally eligible items, but the total amount of these FEDERAL FUNDS available for the IMPROVEMENT may be fixed; and,

WHEREAS, the IMPROVEMENT as heretofore described will be constructed in accordance with the approved plans, specifications, estimates and construction contract, and may include construction items on VILLAGE FACILITIES that are not be eligible for federal aid; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 ct seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

WHEREAS, said IMPROVEMENT to Deerfield Parkway/Road (COUNTY HIGHWAY 11) as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

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

SECTION I.
Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.

2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
The Design and Construction of the IMPROVEMENT, VILLAGE Reimbursement to the COUNTY and Maintenance of the VILLAGE FACILITIES

1. The COUNTY agrees to prepare, or cause to be prepared, the PLANS for the IMPROVEMENT, including the necessary surveys, design engineering plans and specifications and contract letting documents, in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

   The VILLAGE shall have the opportunity to review and approve said PLANS with respect to VILLAGE FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.

2. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be let, administered and awarded by IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 18, 2026. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.

3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

4. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for, and acquire any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary. The COUNTY further agrees to record all COUNTY Highway rights-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.

5. The COUNTY agrees to construct the VILLAGE FACILITIES in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified in Exhibit B.

6. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS to be eligible for FEDERAL FUNDS.

7. It is mutually agreed by and between the parties hereto that as of this writing the SIDEWALK is anticipated to be funded using federal funding, with the VILLAGE being responsible for the local match, and the STREET LIGHTING is anticipated to be funded using local funds as the total IMPROVEMENT costs have surpassed the maximum amount of available FEDERAL FUNDS.

   If additional FEDERAL FUNDS are secured and/or if favorable bids are received for the IMPROVEMENT, at the discretion of the COUNTY's County Engineer, the VILLAGE's share of the STREET LIGHTING construction costs may be reduced.

8. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is $132,024.

9. The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE FACILITIES, an amount equal to ninety five percent (95%) of its obligation for VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to $125,422.80. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the VILLAGE FACILITIES upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to $6,601.20.

10. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Deerfield Parkway/Road (COUNTY HIGHWAY 11) and the VILLAGE shall continue and/or assume ownership and maintenance responsibility of the VILLAGE FACILITIES constructed as part of this IMPROVEMENT.

11. It is further mutually agreed by and between the parties hereto that the VILLAGE has submitted to the COUNTY an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) dated February 13, 2018 for the VILLAGE FACILITIES. A copy of said MUNICIPAL ACCEPTANCE FORM is attached hereto as Exhibit C.

12. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

SECTION III.
General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.

2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.

3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.

5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.

7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.

8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.

10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by July 1, 2029.

VILLAGE OF BUFFALO GROVE
ATTEST:

By:________________________________
Mayor
VILLAGE of Buffalo Grove

____
VILLAGE Clerk
VILLAGE of Buffalo Grove

Date:_______________________

RECOMMENDED FOR EXECUTION

____
Shane E. Schneider, P.E.
Director of Transportation/ County Engineer
Lake County

COUNTY OF LAKE

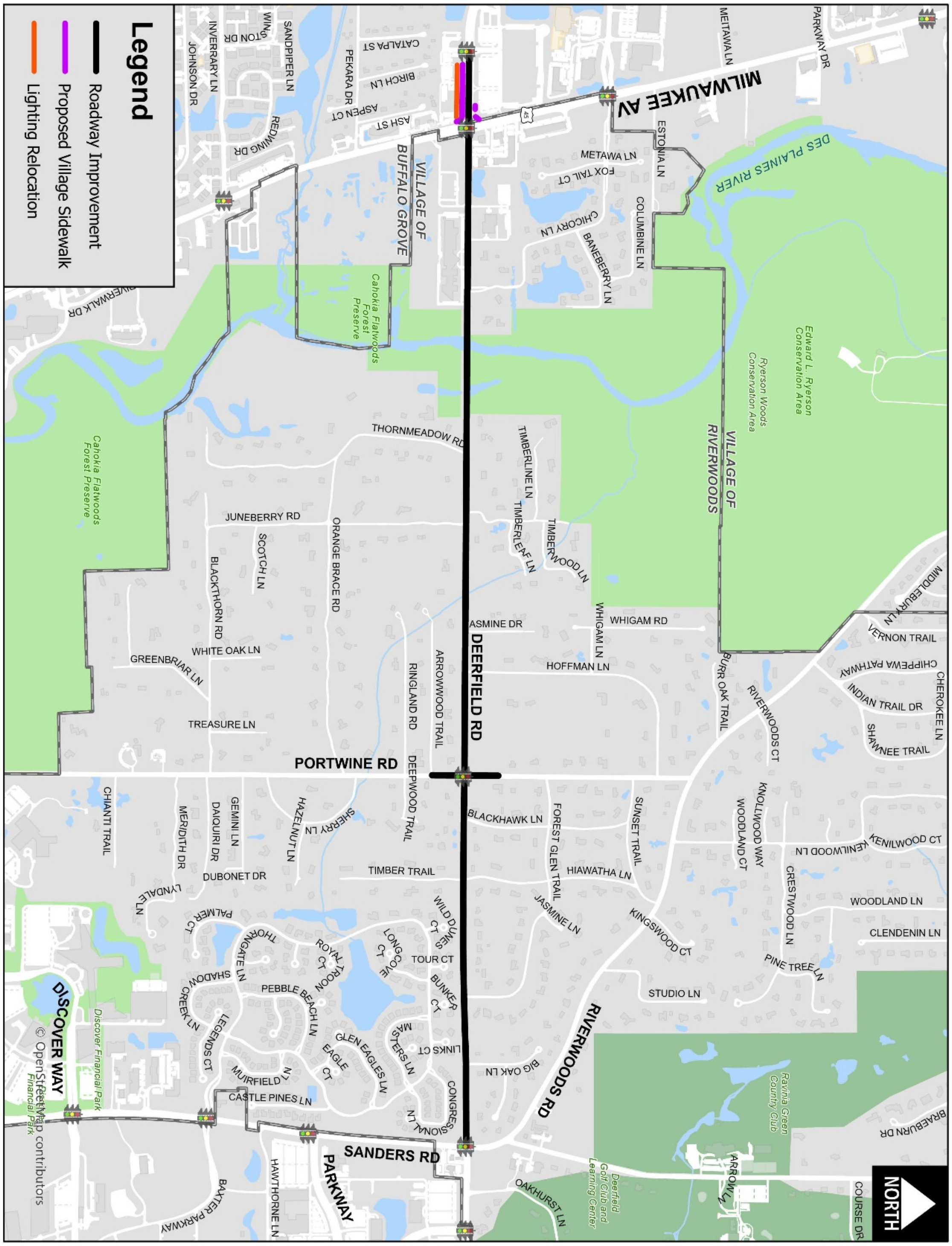
ATTEST:

By:_______________________________________
Chair
Lake County Board

____
Clerk
Lake County

Date:_______________________

EXHIBIT A
GENERAL DEPICTION OF PROJECT LOCATION,
AND VILLAGE FACILITIES INCLUDED IN THE IMPROVEMENT



Page **8** of **11**
COUNTY SECTION 15-00038-07-WR

EXHIBIT B
ESTIMATED DIVISION OF COST
DEERFIELD PARKWAY/ROAD (COUNTY HIGHWAY 11) BETWEEN
ILLINOIS ROUTE 21 (MILWAUKEE AVENUE) AND SAUNDERS ROAD (COUNTY HIGHWAY 58)
VILLAGE OF BUFFALO GROVE
15-00038-07-WR

	Total Cost	Federal Share	COUNTY Share	VILLAGE Share
SIDEWALK Construction	$ 106,160	$ 84,928	$ -	$ 21,232
STREET LIGHTING Construction	$ 79,269	$ -	$ -	$ 79,269
VILLAGE FACILITIES Construction Costs	**$ 185,429**	**$ 84,928**	**$ -**	**$ 100,501**
Design Engineering (7% of Construction Costs)	$ 12,980	$ -	$ -	$ 12,980
Construction Engineering (10% of Construction Costs)	$ 18,543	$ -	$ -	$ 18,543
VILLAGE FACILITIES Total Costs	**$ 216,952**	**$ 84,928**	**$ -**	**$ 132,024**

Estimated costs are based on the current Engineer's Estimate of Probable Cost. Actual costs will be based on bid prices, availability of federal funds and actual work performed during construction.

EXHIBIT C
MUNICIPAL ACCEPTANCE ON A COUNTY HIGHWAY
2/13/2018
Page 1 of 2

Permit Number / Date FACPRT-014520-2018

LakeCounty
Division of Transportation

600 W. Winchester Road
Libertyville, IL 60048
Telephone: 847 377 7400

MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

APPLICANT (Name and address): Village of Buffalo Grove
50 Raupp Bloulevard, Buffalo Grove, IL 60089 Telephone Number: (847) 459-2525

being a municipal corporation in the State of Illinois, County of Lake, hereby requests permission from the County Engineer of Lake County to locate and maintain the below described Municipal Utility/Facility within the right-of-way limits of a County Highway in accordance with the Lake County, IL Code of Ordinances, as amended.
This Municipal Utility/Facility is described as follows:

1. **Name of County Highway:** Deerfield Rd

2. **Location** (distance from nearest intersection, which side of road, etc.): Work will be performed on the north side of Deerfield Parkway (CH A47) from the Milwaukee Avenue (US Route 45/IL Route 21) intersection west for an estimated 1,660 feet. Work will be performed on the south side of Deerfield Parkway from the Milwaukee Avenue intersection west for an estimated 1,310 feet.

3. **Type of Municipal Utility/Facility** (watermain, sidewalk, etc.): Village of Buffalo Grove watermain relocation, sanitary sewer adjustments, street lighting relocation, and shared use path/sidewalk relocation.

4. **Utility/Facility to be constructed by:** ☐ Municipal Crews (contact person):

   ☐ Contractor (name, address, telephone):

   ☐ Developer (name, address, telephone):

   ☒ Other (name, address, telephone): Owner's Representative: James R. Arneson, PE - (608) 663-6233
   FoxArneson Inc., 5972 Executive Drive Suite 100, Madison, WI 53719

5. **Comments** (if needed):

   PINs of properties adjacent to where proposed work will occur:
   15-26-300-061, 15-35-100-281, 15-35-100-283, and 15-35-100-284.

**NOTE: This Acceptance is subject to the General Conditions as printed on the reverse side of this form.
The Application is only valid when an original signature is provided on page 2.**

Rev. 02/18

EXHIBIT C
MUNICIPAL ACCEPTANCE ON A COUNTY HIGHWAY
2/13/2018
Page 2 of 2

GENERAL CONDITIONS FOR MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.

2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.

3. Lack of an immediate response to this application form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.

4. The review of the Municipal Utility/Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.

5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Utility/Facility.

6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Utility/Facility.

7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Utility/Facility will be located.

8. Unless otherwise stated in the issued Highway Permit, the Municipality and its successors and assigns shall be responsible for the following:

    a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Highway Permit being issued.

    b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.

    c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.

    d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.

9. If a separate application is made by an Applicant other than the Municipality to construct the Utility/Facility, then the Municipality, by submitting this Acceptance form, hereby acknowledges that it will become the successor or assign of this Applicant for the said Utility/Facility.

ATTEST:

FOR THE MUNICIPALITY:

Municipal Clerk

By: [signature] Village Engineer
~~Municipal Mayor/President~~

Date: 2/13/18

Rev. 02/18

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 8.j. O-2026-52
Ordinance Authorizing Execution of an Agreement with Gewalt Hamilton Associates, Inc. for Professional Surveying and Engineering Services for Fire Station 26

Contacts

Liaison: Trustee Cesario
Staff: Tom Wisniewski

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of Professional Surveying and Engineering Services from Gewalt Hamilton Associates, Inc. in an amount not to exceed $125,850.00 for Fire Station 26

Summary

Background

Staff recommends approval of an agreement with Gewalt Hamilton Associates, Inc. for professional surveying, engineering design, permitting, construction administration, and construction observation services related to the proposed site and stormwater improvements at Buffalo Grove Fire Station 26, located at 1051 Highland Grove Drive. The proposed scope includes topographic surveying, civil engineering design, stormwater management, permitting coordination, construction phase services, and NPDES compliance monitoring to support the planned site modifications and facility improvements. GHA has extensive experience providing engineering services for municipal projects and has previously completed similar work for the Village. The agreement is proposed on a time and materials basis with a not-to-exceed amount of $125,850, including reimbursable expenses. Funding for the project is included in the approved 2026 Capital Fund.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound
Principle 2: Outstanding Village Services
Principle 3: Plan and Invest in the Future

Goal
Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services
Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT PSA - GHA Fire Station 26 Site Design
2. DRAFT Ordinance GHA PSA Fire Station 26

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the ___ day of ____ 2026 ***("Agreement")*** and is by and between the **VILLAGE OF BUFFALO GROVE,** an Illinois home rule municipal corporation ***("Village")*** and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive, Vernon Hills, Illinois, 60061
Leo Morand
847-478-9700
LMorand@gha-engineers.com

B. **Project Description**. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. **Representations of Firm.** The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.

B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.

D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.

B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

C. **Records**. The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. **Claim In Addition To Agreement Amount**. if the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

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

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

F. **Escalation**
Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is greater.

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

C. **Approval and Use of Subcontractors**. The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

B. **No Disclosure of Confidential Information by the Firm**. The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.

B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.

C. **No Personal Liability**. No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.

D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions of the Village, its agents or employees. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents and employees as herein provided.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.

C. **No Collusion**. The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 1LCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

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

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

F. **Term**. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

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

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

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

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

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.

J. **Village Manager Authority**. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.

K. **Mutual Cooperation**. The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.

L. **News Releases**. The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)

M. **Ownership**. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed underthis Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment**. This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

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

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

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

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

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Attn: Leo Morand
Email: LMorand@gha-engineers.com

SECTION 8. GENERAL PROVISIONS (cont.)

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.

F. **Provisions Severable**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. **Time**. Time is of the essence in the performance of this Agreement.

H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois

I. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.

J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

M. **Calendar Days and Time**. Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: ____

Dane Bragg, Village Manager

Date: ____________________________

Firm

By:____

Leo Morand

Title: Director of Business Development

Date:_____________________________

Exhibit A.
(“Services”)

Proposal documents

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
847.478.9700 ▪ GHA-Engineers.com

April 7, 2026
Revised May 14, 2026

Dane Bragg
Village Manager
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

Re: **Professional Surveying and Engineering Services**
Buffalo Grove Fire Station 26
1051 Highland Grove Drive, Buffalo Grove, IL 60089
GHA Proposal No. 2026.SD056

Dear Mr. Bragg:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) to provide engineering design and construction administration services for the Buffalo Grove Fire Station 26. Our firm is well qualified to perform this work and is eager to continue serving the Village of Buffalo Grove (Client). We anticipate modifications will be made to the concepts as the design is further developed but the scope outlined below generally follows implementing the improvements as currently conceptualized.

We are pleased to have the opportunity to make our service available to you and look forward to assisting you on this project.

Sincerely,
Gewalt Hamilton Associates, Inc.

Brian Wesolowski, P.E., CFM
Director of Site Design Services
Direct: 847.821.6235
BWesolowski@GHA-Engineers.com

Encl.: GHA Proposal No. 2026.SD056

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ▪ FAX 847.478.9701
www.gha-engineers.com

Buffalo Grove Fire Station 26
1051 Highland Grove Drive
Buffalo Grove, IL
GHA Proposal No. 2026.SD056

Village of Buffalo Grove (Client), 50 Raupp Blvd., Buffalo Grove, IL 60089, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Client is requesting a proposed development for site and stormwater improvements required for site modifications to the existing fire station building 26 at 1051 Highland Grove Drive, Buffalo Grove, IL.

GHA, as the engineer of record, will be responsible for creating comprehensive construction documents. The documents will include site plan geometrics, demolition, grading, utilities, storm water management, soil erosion and sediment control, landscaping, and specifications for the proposed improvements. GHA will obtain the required permits to construct site improvements with the associated governing jurisdictions. GHA will offer construction phase assistance to help the Client monitor the contractor's work and facilitate the permit closure.

Throughout the process our office will work with both the Village and the Villages selected architectural consultant, fgma, to facilitate a complete construction document package. We anticipate the design work moving forward in an expedited manner to facilitate construction work starting in late 2026 or early 2027.

Although site modifications are proposed it is our understanding the existing site was developed prior to the current Lake County Watershed Development Ordinance but had detention provided as part of the overall subdivision in a detention facility southeast of the proposed development site. Because of this we anticipate addressing stormwater best management practices and do not anticipate detention being required.

Below is a detailed list of the scope of services proposed for this project.

II. Scope of Services

GHA will provide the following services:

A. Existing Conditions Topographic Survey

The survey will meet or exceed the Minimum Standards of Practice as set forth by the Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from the Village of Buffalo Grove Control Benchmark System.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish two (2) permanent site benchmarks (i.e., crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1’-0” maximum vertical intervals; error shall not exceed one-half the contour interval.
5. The limits of the topography will be as shown outlined in RED on the attached Survey Limits Exhibit.
6. Spot elevations will be provided on a maximum 50-foot grid covering the entire property. Paved areas will have a grid density of approximately 30’. High points and low points will be shown. Overflow routes will also be shown.
7. The survey will show the location of the visible, physical improvements on the site (e.g., structures, fencing, site furniture, walks, curbing, etc.).
8. The location of underground utilities, both observed and from available record information (to be supplied by VBG), will be provided, including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible will be depicted. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field.
9. Location of “dry” utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
10. Individual free-standing trees 6” caliper or greater will be shown as deciduous or coniferous. Tagging and species/condition report is not included. Groupings of trees or landscaped areas will be shown in mass.

B. Schematic Design Phase

1. Prepare preliminary site plan for Architect and Client review.

2. Review all applicable code issues. Address the issues and advise the Architect and Client, as necessary.

3. Review GHA's respective systems with the Architect and Client concerning costs and quality implications.

4. Provide sufficient civil descriptions as required to complete a schematic design.

5. Participate in meetings with Client to review preliminary civil engineering design. Our scope provides for attendance of up to two (2) meetings with the Architect and the Client in this phase.

C. Site Improvement Construction Documents

1. Final Site Plan with geometrics facilitated from schematic design phase for Client's approval prior to commencement of Construction Documents.

2. Existing Conditions/Demolition Plan showing the existing site conditions from topographic survey and any site items requiring removal and/or abandonment.

3. Proposed Grading Plan including new contours and spot elevations for the site improvements that meet ADA requirements. This plan shall show existing contours and spot elevations.

4. Proposed Utility Plan showing any required new or relocated storm sewers, storm water management system, sanitary sewers, and water lines due to proposed improvements along with the existing identifiable utilities.

5. Soil Erosion and Sediment Control (SE/SC) Plan with applicable notes and SE/SC details and planting schedules.

6. Standard Detail Sheets and General Notes incorporating regulatory agency standards and those of the Client, which do not conflict with the regulatory agencies. Specifications are provided on GHA's plan drawings.

7. Landscape Plan and Details, as prepared by licensed landscape architect, depicting required foundation planting, trees, and shrubs.

8. The plans will be prepared in a 22" x 34" format as required by most review agencies for civil engineering improvements.

9. Consultation with the Client as required via telephone, e-mail, and documentation.

10. Progress plans will be provided to the Client for review. Exchange of drawings will be in electronic format unless otherwise requested.

11. Provide final construction documents in PDF and print format.

D. Stormwater Management and Permitting

1. Comprehensive review of the existing stormwater management system and current stormwater codes.
2. Stormwater management analysis to define new requirements in conjunction with existing detention system.
3. Stormwater calculations required for new storm sewer and stormwater management system as required to accommodate the proposed site improvement. The proposed stormwater management system will be designed in accordance with the requirements of the Village of Buffalo Grove and the Lake County Watershed Development Ordinance. The calculations and a summary of our findings will be included in a storm water management memo. A full report is not anticipated for this project.
4. Consult with officials and Owner to obtain permits associated with civil engineering site improvements. Permits are anticipated to include the following:
    a. Village of Buffalo Grove
    b. Lake County Department of Transportation
    c. IEPA – Notice of Intent (NOI), NPDES and Notice of Termination (NOT)

E. Bidding and Value Engineering Negotiation Phase

1. Provide addendums and clarifications as needed during bid process.
2. Review contractors' bids and provide comments as needed.
3. Participate in a post-bid review meeting with Architect and Client to propose and review value engineering items associated with potential cost overruns.

F. Construction Review and Administration/Project Closeout

1. Review shop drawings, manuals, and other submittals as necessary.
2. Assist with field orders, change orders, requests for information and clarifications as necessary.
3. Perform two (2) punch list inspections and one (1) 11-month warranty review of the Project Components related to work our office designed.
4. Attendance of fifteen (15) weekly Owner, Architect and Contractor (OAC) meeting engagement, as requested. Anticipate semi active 3-month construction period for site and utility work construction.
5. Review and comment on contractor provided Closeout Documents including warranties, manuals, and as-built drawings.

G. Full Time Construction Inspection Services

1. We anticipate a period of 6 weeks when full time construction inspections will be required for the work. Our work during this period may not be concurrent but will generally follow the overall construction schedule of the project at times when no inspections are necessary.
2. GHA will provide full-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. We will utilize GHA's standards documentation procedures which align with IDOT's Documentation of Contract Quantities guide. We will provide Daily Observation Reports, Weely Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and other reports, as required. We will measure, record, and provide source documentation daily for all quantities for which payment will be made, and we will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, yield requirements, and material weight ticket collection. GHA will keep a project box on site, including all necessary up-to-date documentation in accordance with standard procedures and IDOT's Documentation of Contract Quantities guide.
3. If a field change or Authorization is required, whether force account or agreed unit price, GHA will notify and advise the Client prior to making any decisions that may affect the budget. In addition, our documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
4. GHA will coordinate with Client's prequalified geotechnical and material testing subconsultant who will administer the quality assurance testing for the field and laboratory requirements regarding hot-mix asphalt, concrete, soils, and aggregate quality. We will confirm and document that all the materials used on the project meet or exceed the quality requirements of the contract. An allowance for this work has been provided in our fee table.
5. GHA will make observations of the utility marks provided by the JULIE system and proactively address potential conflicts with the Contractor. We will coordinate with utility companies as necessary throughout the duration of the project.
6. GHA will perform daily traffic control inspections in addition to those required weekly and bi-monthly during night hours, and respectively submit deficient remarks to the Contractor with appropriate corrections requested.
7. GHA will review associated documentation and prepare monthly pay requests for the Clients review and recommend payment.
8. GHA will keep current red-marked as-built drawings as the work is performed. We will annotate by hand all revisions, substitutions, variations, and omissions made or discovered during construction. Upon project completion, GHA will

provide the Client with electronic copies of the hand-annotated, red-marked plan set.

9. As a representative or liaison of the Village, GHA staff understands the importance of our interface with the public, and will conduct all dealings with public officials, business owners, residents, and the traveling public with professionalism and courtesy.

H. NPDES Construction Compliance Inspection Monitoring

The scope of services is based upon GHA familiar with the project, local permitting requirements, and our experience in performing NPDES compliance monitoring. GHA currently anticipates a 6-month construction period for NPDES inspections with an anticipated total of forty (40) visits.

GHA's NPDES compliance monitoring will be performed in accordance with the following services:

1. Soil erosion and sediment control site inspection every seven (7) calendar days and within 24 hours of storm events with greater than or equal to 0.5-inch of rainfall events in compliance with the NPDES permit for the project.
2. GHA will provide an NPDES inspection form report with photos following each site visit. This document will be submitted to Client, contractor, and local enforcement officer, if required.
3. Propose corrective measures and recommend additional soil and erosion and sediment control prevention measures, as necessary, to Client.
4. Maintain and update the on-site Stormwater Pollution Prevention Plan (SWPPP) document throughout construction.
5. Prepare and submit any Incidence of Non-Compliance to the IEPA.
6. Prepare and submit NDPES close-out documents (Notice of Termination) with the IEPA upon permanent stabilization of the site covered under the permit.

III. Services Not Included

Any service not enumerated in Section II. Scope of Services, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

1. Plat of Survey, Construction Staking, As-built Survey, or other surveying services not specified in Section II. Scope of Services.
2. Structural engineering.
3. Architectural permitting services.

4. Furniture selection/specifications.
5. Delineation, environmental testing, or environmental engineering services.
6. Engineering services required by revisions to the approved site plan.
7. Additional meetings with public officials, agencies, or architects, above previous number of meetings stated above.
8. Additional attendance at or preparation for public hearings or testimony at Village Board, Plan Commission, or County Engineering meetings above the one included in final engineering scope.
9. Permit fees or review fees.
10. Construction material testing.
11. Geotechnical investigation and report.
12. Preparation and submission of an environmental investigation or tree identification.
13. Photometric plan
14. Coordination with IDOT and County for road improvements.
15. Traffic signal design

IV. Compensation for Services

Based upon the scope of services, GHA proposes a fee breakdown as shown below.

GHA proposes to invoice the Village of Buffalo Grove on a time and material not-to-exceed (NTE) fee as follows:

Phase	Cost
Survey Phase	
Existing Conditions Topography	$8,500
Total Survey Phase	$8,500
Design Phase	
Schematic Design Phase	$7,400
Design Development & Construction Documents	$24,900
Lake County DOT Permitting	$7,900
IEPA NPDES Permitting	$5,550
Bidding Negotiation and Value Engineering Phase	$4,500
Total Design Phase	$50,250
Construction Phase	
Construction Review and Administration/Project Closeout	$12,300
Full Time Construction Observation (4 weeks)	$39,800
NPDES Construction Inspections (40 total)	$12,000
Total Construction Phase	$64,100
Subtotal	**$122,850**
Estimated Reimbursable Expenses	$3,000
Total + Reimbursables	**$125,850**

Reimbursable expenses, including items such as printing, mileage, messenger service, record documents and other non-technical project related expenses, will be billed to the Client at cost.

Additional services requested and authorized by the Client, beyond those outlined in Section I: Scope of Services, will be billed on a time-and-materials (T&M) basis in accordance with the attached GHA Hourly Rates.

Invoices will be submitted on a monthly basis and will detail charges made against the project and services performed. This allows the Client to review the status of the work in progress and the charges made.

V. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

GHA, Inc. shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

This Agreement, including all subparts, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

Gewalt Hamilton Associates, Inc.

Brian J. Weslowski, P.E., CFM
Director of Site Design Services

Encl.: GHA Hourly Rates
Conceptual Design Exhibit

Sources: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

N

166.67 ft

Survey Area

This exhibit is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

Author: 1051 Highland Grove

Date: 04/07/26

BUFFALO GROVE FIRE STATION 26

1051 HIGHLAND GROVE DRIVE, BUFFALO GROVE, IL 60089

- EXISTING BUILDING: 15,820 GSF
- BAY ADDITION: 1,723 GSF

17,543 GSF

PARKING

EXISTING	51
REMOVED	3
TOTAL	48

LEGEND

- BUILDING ADDITION
- DEMOLISHED PAVEMENT (APPROX. 6,200 SF)
- NEW PAVEMENT (APPROX. 7,000 SF)
- BUILDING SETBACK
- PROPERTY BOUNDARY

SITE PLAN (bay addition)

1" = 60'-0"

N

BUFFALO GROVE FIRE DEPARTMENT
Job No. 23-3637.04

Published 09/05/25

fgma

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

Exhibit C.
Insurance

1. Firm's Insurance

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

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

L. Professional Liability

1) Professional liability insurance with limits not less than $1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.
2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3) Provide a certified copy of actual policy for review.
4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH GEWALT HAMILTON ASSOCIATES FOR PROFESSIONAL SURVEYING & ENGINEERING SERVICES FOR FIRE STATION 26

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

WHEREAS the Village seeks to enter into a Professional Services Agreement with Gewalt Hamilton Associates, Inc., for Professional Surveying and Engineering Services for Fire Station 26.

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

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

SECTION 2. The Village Manager is authorized to execute an agreement with Gewalt Hamilton Associates, Inc. for Professional Surveying and Engineering Services in an amount not to exceed $125,850.00, pending final review and approval by the Village Attorney.

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

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

AYES: ____________________
NAYES: ____________________
ABSENT: ____________________
PASSED: ____________________, 2026
APPROVED: ____________________, 2026
PUBLISHED: ____________________, 2026

ATTEST: APPROVED:

____________________ ____________________

Janet M. Sirabian, Village Clerk Eric N. Smith, Village President

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 9.a. O-2026-53
Ordinance Authorizing Execution of a Contract with Morton Salt Inc for Road Salt

Contacts

Liaison: Trustee Cesario
Staff: Chris Krase

Staff Recommendation

Staff recommends approval.

Recommended Motion

I make a motion authorizing the Village Manger to execute a contract with Morton Salt Inc., at a price not to exceed $201,978.00 pending final review and approval by the Village Attorney.

Summary

See attached memo.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound
Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Memo-Rock Salt Lake County Joint Bid (Morton) 4.24.26
2. DRAFT Ordinance - Rock Salt Lake County Joint Bid 2026-2027
3. Bid Tabulation - 2027 Patrol I Maintenance - Rock Salt R1

MEMORANDUM

DATE:	April 24, 2026
TO:	Village Manager Dane Bragg
FROM:	Superintendent Tom Milas
SUBJECT:	Road Salt Lake County Joint Bid (Morton)

RECOMMENDATION

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Compass Minerals America, Inc. at a price not to exceed $201,978.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

BACKGROUND

Lake County led a joint bid for road salt for the 2026-2027 snow season. Staff requested an order quantity of a minimum of 1400 tons and maximum of 2,100 tons for the 2026-2027 snow season. The salt contract was awarded to Compass Minerals America, Inc and is priced at $96.18 per ton, up from $88.69 per ton last season, which reflects an 8.45% increase. The increase reflects rising transportation costs. This contract may be extended one year for the 2027-2028 snow season.

Staff will continue to multi-source rock salt in an effort to reduce risk in the event of a supply chain interruption and save money by blending the orders to take advantage of the lower priced contract. The Village is awaiting the results of the State of Illinois joint bid process for road salt and will bring those results before the Village Board for approval when they are received.

Company	Tonnage	Unit Price	Total Cost
Compass Minerals America (maximum)	1400	$96.18	$134,652.00
Compass Minerals America (maximum)	2100	$96.18	$201,978.00

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

ORDINANCE 2026-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH MORTON SALT INC FOR ROAD SALT

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

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

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

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

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

SECTION 2. The Village Manager is authorized to purchase no more than 2100 tons of road salt from Morton Salt Inc at a price not to exceed $201,978.00 in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and final approval by the Village Attorney.

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

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

AYES: ______________________________
NAYES: ______________________________
ABSENT: ______________________________
PASSED: ______________________, 2026
APPROVED: ______________________, 2026
PUBLISHED: ______________________, 2026

ATTEST: APPROVED:

______________________________ ______________________________
Janet M. Sirabian, Village Clerk — Eric N. Smith, Village President

LakeCounty Division of Transportation

Project: 2027 PATROL I MAINTENANCE - ROCK SALT
Description: FURNISH AND DELIVER ROCK SALT

Section: 27-00000-05-GM
CPMS Pin: B-01699
Let Date: 4/14/2026

Summary of Bids Received

Bidder	Address	City, State, Zip	Bond/Check
Cargill, Inc. Deicing Technology Business	24950 County Club Blvd.	North Olmsted, OH 44070	
Compass Minerals America, Inc.	9900 W. 109th Street, Suite 100	Overland Park, KS 66210	Bid Bond
Morton Salt, Inc.	444 w. Lake Street, Suite 300	Chicago, IL 60606	Bid Bond
Salt Xchange Inc.	P.O. Box 95	Eola, IL 60519	Bid Bond

THE LOW BIDS FOR EACH AGENCY, (80%-120%, 120% - 150% & EARLY DELIVERY) ARE HIGHLIGHTED

Early Delivery unit price is for delivery between July 15, 2026 and November 1, 2026; 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2026.

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc.	Morton Salt, Inc.	Salt Xchange Inc.	
Lake County									
1	Lake County Division of Transportation	TONS	16,000	80% - 120% UNIT PRICE	NO BID	$ 96.68	$ 98.28	NO BID	
				120% - 150% UNIT PRICE		$ 111.68	$ 110.28		
				EARLY DELIVERY UNIT PRICE		$ 96.68	$ 98.28		
2	Lake County Forest Preserve District	TONS	187	80% - 120% UNIT PRICE	NO BID	$ 95.91	$ 99.45	NO BID	
				120% - 150% UNIT PRICE		$ 110.91	$ 111.45		
				EARLY DELIVERY UNIT PRICE		$ 95.91	$ 99.45		
Lake County Townships									
3	Antioch Township	TONS	2,500	80% - 120% UNIT PRICE	NO BID	$ 94.80	$ 97.97	NO BID	
				120% - 150% UNIT PRICE		$ 109.80	$ 109.97		
				EARLY DELIVERY UNIT PRICE		$ 94.80	$ 97.97		
4	Avon Township	TONS	550	80% - 120% UNIT PRICE	NO BID	$ 97.01	$ 99.83	NO BID	
				120% - 150% UNIT PRICE		$ 112.01	$ 111.83		
				EARLY DELIVERY UNIT PRICE		$ 97.01	$ 99.83		
5	Ela Township	TONS	850	80% - 120% UNIT PRICE	NO BID	$ 97.12	$ 98.72	NO BID	
				120% - 150% UNIT PRICE		$ 112.12	$ 110.72		
				EARLY DELIVERY UNIT PRICE		$ 97.12	$ 98.72		
6	Fremont Township	TONS	500	80% - 120% UNIT PRICE	NO BID	$ 97.08	$ 98.72	NO BID	
				120% - 150% UNIT PRICE		$ 112.08	$ 110.72		
				EARLY DELIVERY UNIT PRICE		$ 97.08	$ 98.72		
7	Grant Township	TONS	1,600	80% - 120% UNIT PRICE	NO BID	$ 97.01	$ 99.89	NO BID	
				120% - 150% UNIT PRICE		$ 112.01	$ 111.89		
				EARLY DELIVERY UNIT PRICE		$ 97.01	$ 99.89		
8	Lake Villa Township	TONS	1,100	80% - 120% UNIT PRICE	NO BID	$ 95.91	$ 99.45	NO BID	
				120% - 150% UNIT PRICE		$ 110.91	$ 111.45		

				EARLY DELIVERY UNIT PRICE		$ 95.91	$ 99.45		
Lake County Townships (continued)									
9	Libertyville Township Road District	TONS	600	80% - 120% UNIT PRICE	NO BID	$ 96.68	$ 98.28	NO BID	
				120% - 150% UNIT PRICE		$ 111.68	$ 110.28		
				EARLY DELIVERY UNIT PRICE		$ 96.68	$ 98.28		
10	Newport Township	TONS	300	80% - 120% UNIT PRICE	NO BID	$ 98.74	$ 97.61	NO BID	
				120% - 150% UNIT PRICE		$ 113.74	$ 109.61		
				EARLY DELIVERY UNIT PRICE		$ 98.74	$ 97.61		
11	Shields Township	TONS	150	80% - 120% UNIT PRICE	NO BID	$ 97.01	$ 99.00	NO BID	
				120% - 150% UNIT PRICE		$ 112.01	$ 111.00		
				EARLY DELIVERY UNIT PRICE		$ 97.01	$ 99.00		
12	Vernon Township	TONS	250	80% - 120% UNIT PRICE	NO BID	$ 102.49	$ 102.81	NO BID	
				120% - 150% UNIT PRICE		$ 117.49	$ 114.81		
				EARLY DELIVERY UNIT PRICE		$ 102.49	$ 102.81		
13	Warren Township	TONS	3,000	80% - 120% UNIT PRICE	NO BID	$ 95.71	$ 97.97	NO BID	
				120% - 150% UNIT PRICE		$ 110.71	$ 109.97		
				EARLY DELIVERY UNIT PRICE		$ 95.71	$ 97.97		
14	Wauconda Township	TONS	700	80% - 120% UNIT PRICE	NO BID	$ 97.98	$ 99.56	NO BID	
				120% - 150% UNIT PRICE		$ 112.98	$ 111.56		
				EARLY DELIVERY UNIT PRICE		$ 97.98	$ 99.56		
15	Waukegan Township	TONS	210	80% - 120% UNIT PRICE	NO BID	$ 95.71	$ 98.19	NO BID	
				120% - 150% UNIT PRICE		$ 110.71	$ 110.19		
				EARLY DELIVERY UNIT PRICE		$ 95.71	$ 98.19		
Lake County Communities									
16	Village of Antioch	TONS	1,000	80% - 120% UNIT PRICE	NO BID	$ 94.80	$ 97.97	NO BID	
				120% - 150% UNIT PRICE		$ 109.80	$ 109.97		
				EARLY DELIVERY UNIT PRICE		$ 94.80	$ 97.97		

17	Village of Barrington	TONS	300	80% - 120% UNIT PRICE	NO BID	$ 103.39	$ 103.72	NO BID	
				120% - 150% UNIT PRICE		$ 118.39	$ 115.72		
				EARLY DELIVERY UNIT PRICE		$ 103.39	$ 103.72		
18	Village of Beach Park	TONS	550	80% - 120% UNIT PRICE	NO BID	$ 94.64	$ 97.61	NO BID	
				120% - 150% UNIT PRICE		$ 109.64	$ 109.61		
				EARLY DELIVERY UNIT PRICE		$ 94.64	$ 97.61		
19	Village of Buffalo Grove	TONS	1,750	80% - 120% UNIT PRICE	NO BID	$ 96.18	$ 97.81	NO BID	
				120% - 150% UNIT PRICE		$ 111.18	$ 109.81		
				EARLY DELIVERY UNIT PRICE		$ 96.18	$ 97.81		
20	Village of Deerfield	TONS	2,000	80% - 120% UNIT PRICE	NO BID	$ 95.78	$ 97.39	NO BID	
				120% - 150% UNIT PRICE		$ 110.78	$ 109.39		
				EARLY DELIVERY UNIT PRICE		$ 95.78	$ 97.39		
21	Village of Fox Lake	TONS	750	80% - 120% UNIT PRICE	NO BID	$ 96.77	$ 100.23	NO BID	
				120% - 150% UNIT PRICE		$ 111.77	$ 112.23		
				EARLY DELIVERY UNIT PRICE		$ 96.77	$ 100.23		
22	Village of Grayslake	TONS	2,400	80% - 120% UNIT PRICE	NO BID	$ 96.77	$ 99.45	NO BID	
				120% - 150% UNIT PRICE		$ 111.77	$ 111.45		
				EARLY DELIVERY UNIT PRICE		$ 96.77	$ 99.45		
23	Village of Gurnee	TONS	3,000	80% - 120% UNIT PRICE	NO BID	$ 95.71	$ 97.97	NO BID	
				120% - 150% UNIT PRICE		$ 110.71	$ 109.97		
				EARLY DELIVERY UNIT PRICE		$ 95.71	$ 97.97		
Lake County Communities (continued)									
24	Village of Hainesville	TONS	250	80% - 120% UNIT PRICE	NO BID	$ 100.10	$ 99.83	NO BID	
				120% - 150% UNIT PRICE		$ 115.10	$ 111.83		
				EARLY DELIVERY UNIT PRICE		$ 100.10	$ 99.83		
25	City of Highland Park	TONS	2,000	80% - 120% UNIT PRICE	NO BID	$ 95.78	$ 97.39	NO BID	
				120% - 150% UNIT PRICE		$ 110.78	$ 109.39		

				EARLY DELIVERY UNIT PRICE		$ 95.78	$ 97.39		
26	City of Highwood	TONS	1,000	80% - 120% UNIT PRICE	NO BID	$ 95.78	$ 97.39	NO BID	
				120% - 150% UNIT PRICE		$ 110.78	$ 109.39		
				EARLY DELIVERY UNIT PRICE		$ 95.78	$ 97.39		
27	Village of Island Lake	TONS	600	80% - 120% UNIT PRICE	NO BID	$ 98.46	$ 99.64	NO BID	
				120% - 150% UNIT PRICE		$ 113.46	$ 111.64		
				EARLY DELIVERY UNIT PRICE		$ 98.46	$ 99.64		
28	Village of Kildeer	TONS	1,000	80% - 120% UNIT PRICE	NO BID	$ 97.15	$ 98.36	NO BID	
				120% - 150% UNIT PRICE		$ 112.15	$ 110.36		
				EARLY DELIVERY UNIT PRICE		$ 97.15	$ 98.36		
29	City of Lake Forest	TONS	2,700	80% - 120% UNIT PRICE	NO BID	$ 96.18	$ 97.81	NO BID	
				120% - 150% UNIT PRICE		$ 111.18	$ 109.81		
				EARLY DELIVERY UNIT PRICE		$ 96.18	$ 97.81		
Lake County Communities (continued)									
30	Village of Libertyville	TONS	2,500	80% - 120% UNIT PRICE	NO BID	$ 96.68	$ 98.28	NO BID	
				120% - 150% UNIT PRICE		$ 111.68	$ 110.28		
				EARLY DELIVERY UNIT PRICE		$ 96.68	$ 98.28		
31	Village of Lincolnshire	TONS	550	80% - 120% UNIT PRICE	NO BID	$ 96.18	$ 97.81	NO BID	
				120% - 150% UNIT PRICE		$ 111.18	$ 109.81		
				EARLY DELIVERY UNIT PRICE		$ 96.18	$ 97.81		
32	Village of Lindenhurst	TONS	650	80% - 120% UNIT PRICE	NO BID	$ 95.91	$ 99.45	NO BID	
				120% - 150% UNIT PRICE		$ 110.91	$ 111.45		
				EARLY DELIVERY UNIT PRICE		$ 95.91	$ 99.45		
33	Village of Long Grove	TONS	1,400	80% - 120% UNIT PRICE	NO BID	$ 97.98	$ 99.56	NO BID	
				120% - 150% UNIT PRICE		$ 112.98	$ 111.56		
				EARLY DELIVERY UNIT PRICE		$ 97.98	$ 99.56		
				80% - 120% UNIT PRICE		$ 94.30	$ 97.81		

34	Village of Mettawa	TONS	150	120% - 150% UNIT PRICE	NO BID	$ 109.30	$ 109.81	NO BID	
				EARLY DELIVERY UNIT PRICE		$ 94.30	$ 97.81		
Lake County Communities (continued)									
35	Village of Mundelein	TONS	400	80% - 120% UNIT PRICE	NO BID	$ 97.08	$ 98.72	NO BID	
				120% - 150% UNIT PRICE		$ 112.08	$ 110.72		
				EARLY DELIVERY UNIT PRICE		$ 97.08	$ 98.72		
36	City of North Chicago	TONS	1,000	80% - 120% UNIT PRICE	NO BID	$ 94.77	$ 98.28	NO BID	
				120% - 150% UNIT PRICE		$ 109.77	$ 110.28		
				EARLY DELIVERY UNIT PRICE		$ 94.77	$ 98.28		
37	City of Park City	TONS	150	80% - 120% UNIT PRICE	NO BID	$ 96.76	$ 98.04	NO BID	
				120% - 150% UNIT PRICE		$ 111.76	$ 110.04		
				EARLY DELIVERY UNIT PRICE		$ 96.76	$ 98.04		
38	Village of Round Lake	TONS	1,300	80% - 120% UNIT PRICE	NO BID	$ 97.01	$ 99.83	NO BID	
				120% - 150% UNIT PRICE		$ 112.01	$ 111.83		
				EARLY DELIVERY UNIT PRICE		$ 97.01	$ 99.83		
39	Village of Round Lake Beach	TONS	900	80% - 120% UNIT PRICE	NO BID	$ 97.01	$ 99.83	NO BID	
				120% - 150% UNIT PRICE		$ 112.01	$ 111.83		
				EARLY DELIVERY UNIT PRICE		$ 97.01	$ 99.83		
40	Village of Round Lake Heights	TONS	200	80% - 120% UNIT PRICE	NO BID	$ 100.10	$ 99.83	NO BID	
				120% - 150% UNIT PRICE		$ 115.10	$ 111.83		
				EARLY DELIVERY UNIT PRICE		$ 100.10	$ 99.83		
Lake County Communities (continued)									
41	Village of Vernon Hills	TONS	1,400	80% - 120% UNIT PRICE	NO BID	$ 96.68	$ 98.05	NO BID	
				120% - 150% UNIT PRICE		$ 111.68	$ 110.05		
				EARLY DELIVERY UNIT PRICE		$ 96.68	$ 98.05		
42	Village of Wadsworth	TONS	250	80% - 120% UNIT PRICE	NO BID	$ 94.20	$ 97.41	NO BID	
				120% - 150% UNIT PRICE		$ 109.20	$ 109.41		

				EARLY DELIVERY UNIT PRICE		$ 94.20	$ 97.41		
43	Village of Wauconda	TONS	1,000	80% - 120% UNIT PRICE	NO BID	$ 97.98	$ 99.56	NO BID	
				120% - 150% UNIT PRICE		$ 112.98	$ 111.56		
				EARLY DELIVERY UNIT PRICE		$ 97.98	$ 99.56		
Cook County Communities									
44	City of Des Plaines	TONS	1,200	80% - 120% UNIT PRICE	NO BID	$ 101.89	$ 101.53	NO BID	
				120% - 150% UNIT PRICE		$ 116.89	$ 113.53		
				EARLY DELIVERY UNIT PRICE		$ 101.89	$ 101.53		
45	Village of Glencoe	TONS	850	80% - 120% UNIT PRICE	NO BID	$ 97.01	$ 97.81	NO BID	
				120% - 150% UNIT PRICE		$ 112.01	$ 109.81		
				EARLY DELIVERY UNIT PRICE		$ 97.01	$ 97.81		
Cook County Communities (continued)									
46	Village of Glenview	TONS	2,500	80% - 120% UNIT PRICE	NO BID	$ 94.97	$ 96.51	NO BID	
				120% - 150% UNIT PRICE		$ 109.97	$ 108.51		
				EARLY DELIVERY UNIT PRICE		$ 94.97	$ 96.51		
47	Village of Kenilworth	TONS	80	80% - 120% UNIT PRICE	NO BID	$ 96.95	$ 96.19	NO BID	
				120% - 150% UNIT PRICE		$ 111.95	$ 108.19		
				EARLY DELIVERY UNIT PRICE		$ 96.95	$ 96.19		
48	Village of Wilmette	TONS	650	80% - 120% UNIT PRICE	NO BID	$ 96.95	$ 96.13	NO BID	
				120% - 150% UNIT PRICE		$ 111.95	$ 108.13		
				EARLY DELIVERY UNIT PRICE		$ 96.95	$ 96.13		
49	Village of Winnetka	TONS	400	80% - 120% UNIT PRICE	NO BID	$ 97.01	$ 95.55	NO BID	
				120% - 150% UNIT PRICE		$ 112.01	$ 107.55		
				EARLY DELIVERY UNIT PRICE		$ 97.01	$ 95.55		
McHenry County Townships									
50	Algonquin Township	TONS	1,000	80% - 120% UNIT PRICE	NO BID	$ 105.01	$ 105.28	NO BID	
				120% - 150% UNIT PRICE		$ 120.01	$ 117.28		

				EARLY DELIVERY UNIT PRICE		$ 105.01	$ 105.28		
51	McHenry Township Road District	TONS	1,600	80% - 120% UNIT PRICE	NO BID	$ 103.72	$ 101.92	NO BID	
				120% - 150% UNIT PRICE		$ 118.72	$ 113.92		
				EARLY DELIVERY UNIT PRICE		$ 103.72	$ 101.92		
McHenry County Townships (continued)									
52	Nunda Township Road District	TONS	2,600	80% - 120% UNIT PRICE	NO BID	$ 98.47	$ 100.08	NO BID	
				120% - 150% UNIT PRICE		$ 113.47	$ 112.08		
				EARLY DELIVERY UNIT PRICE		$ 98.47	$ 100.08		
McHenry County Communities									
53	Village of Cary	TONS	1,200	80% - 120% UNIT PRICE	NO BID	$ 98.47	$ 99.60	NO BID	
				120% - 150% UNIT PRICE		$ 113.47	$ 111.60		
				EARLY DELIVERY UNIT PRICE		$ 98.47	$ 99.60		
54	City of Crystal Lake	TONS	2,500	80% - 120% UNIT PRICE	NO BID	$ 103.98	$ 105.28	NO BID	
				120% - 150% UNIT PRICE		$ 118.98	$ 117.28		
				EARLY DELIVERY UNIT PRICE		$ 103.98	$ 105.28		
55	Village of Fox River Grove	TONS	500	80% - 120% UNIT PRICE	NO BID	$ 98.01	$ 99.58	NO BID	
				120% - 150% UNIT PRICE		$ 113.01	$ 111.58		
				EARLY DELIVERY UNIT PRICE		$ 98.01	$ 99.58		
McHenry County Communities (continued)									
56	Village of Hebron	TONS	300	80% - 120% UNIT PRICE	NO BID	$ 95.69	$ 101.62	NO BID	
				120% - 150% UNIT PRICE		$ 110.69	$ 113.62		
				EARLY DELIVERY UNIT PRICE		$ 95.69	$ 101.62		
57	Village of Johnsburg	TONS	1,150	80% - 120% UNIT PRICE	NO BID	$ 103.72	$ 101.92	NO BID	
				120% - 150% UNIT PRICE		$ 118.72	$ 113.92		
				EARLY DELIVERY UNIT PRICE		$ 103.72	$ 101.92		
58	City of Lakewood	TONS	1,000	80% - 120% UNIT PRICE	NO BID	$ 98.08	$ 100.28	NO BID	
				120% - 150% UNIT PRICE		$ 113.08	$ 112.28		

				EARLY DELIVERY UNIT PRICE		$ 98.08	$ 100.28		
59	Village of Richmond	TONS	200	80% - 120% UNIT PRICE	NO BID	$ 103.15	$ 101.58	NO BID	
				120% - 150% UNIT PRICE		$ 118.15	$ 113.58		
				EARLY DELIVERY UNIT PRICE		$ 103.15	$ 101.58		
60	Village of Spring Grove	TONS	600	80% - 120% UNIT PRICE	NO BID	$ 102.00	$ 100.60	NO BID	
				120% - 150% UNIT PRICE		$ 117.00	$ 112.60		
				EARLY DELIVERY UNIT PRICE		$ 102.00	$ 100.60		
61	Village of Wonder Lake	TONS	600	80% - 120% UNIT PRICE	NO BID	$ 105.64	$ 103.65	NO BID	
				120% - 150% UNIT PRICE		$ 120.64	$ 115.65		
				EARLY DELIVERY UNIT PRICE		$ 105.64	$ 103.65		
Park Districts									
62	Cary Park District	TONS	22	80% - 120% UNIT PRICE	NO BID	$ 103.85	$ 104.60	NO BID	
				120% - 150% UNIT PRICE		$ 118.85	$ 116.60		
				EARLY DELIVERY UNIT PRICE		$ 103.85	$ 104.60		
63	Zion Park District	TONS	100	80% - 120% UNIT PRICE	NO BID	$ 94.64	$ 97.61	NO BID	
				120% - 150% UNIT PRICE		$ 109.64	$ 109.61		
				EARLY DELIVERY UNIT PRICE		$ 94.64	$ 97.61		
ENHANCED SALT									
64	Village of Algonquin	TONS	2,200	80% - 120% UNIT PRICE	NO BID	NO BID	$ 129.26	$ 129.00	
				120% - 150% UNIT PRICE			$ 141.26	$ 139.00	
				EARLY DELIVERY UNIT PRICE			$ 129.26	$ 125.00	
65	McHenry County DOT	TONS	5,000	80% - 120% UNIT PRICE	NO BID	NO BID	$ 132.04	$ 129.00	
				120% - 150% UNIT PRICE			$ 144.04	$ 139.00	
				EARLY DELIVERY UNIT PRICE			$ 132.04	$ 125.00	
66	McHenry County DOT (Algonquin Public Works)	TONS	7,000	80% - 120% UNIT PRICE	NO BID	NO BID	$ 129.26	$ 129.00	
				120% - 150% UNIT PRICE			$ 141.26	$ 139.00	
				EARLY DELIVERY UNIT PRICE			$ 129.26	$ 125.00	

67	City of Woodstock	TONS	1,800	80% - 120% UNIT PRICE	NO BID	NO BID	$ 132.04	$ 129.00	
				120% - 150% UNIT PRICE			$ 144.04	$ 139.00	
				EARLY DELIVERY UNIT PRICE			$ 132.04	$ 125.00	

AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 18, 2026

AGENDA ITEM 9.b. O-2026-54
Ordinance Approving 2026 Side Letter Wages Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (IAFF), Local 3177.

Contacts

Liaison: Trustee Bocek
Staff: Kathryn Golbach

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the Village Manager to sign a letter of agreement between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (IAFF), Local 3177.

Summary

As part of the wage reopener included in the current 2025-2030 Collective Bargaining Agreement with the Buffalo Grove Professional Firefighter/Paramedic Association (IAFF) Local 3177, both the Village and the Union agreed to compute the 2026 general wage increase based on our established wage formula as done in prior years. Consistent with what we anticipated, the 2026 general wage increase for IAFF has been calculated at three percent (3%).

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound
Principle 4: High Performing Village Team

Goal

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

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File Attachments

None

ORDINANCE 2026-xxx

AN ORDINANCE APPROVING A LETTER OF AGREEMENT BETWEEN THE VILLAGE OF BUFFALO GROVE AND THE BUFFALO GROVE PROFFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION, LOCAL 3177

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

WHEREAS in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC concerning wages, benefits and other terms and conditions of employment for the years so noted within the Side Letter of Agreement dated May 18, 2026.

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

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

SECTION 2. The Village Manager is authorized to enter into the Letter of Agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

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

AYES: ______________________________
NAYES: ______________________________
ABSENT: ______________________________
PASSED: ______________________, 2026
APPROVED: ______________________, 2026
PUBLISHED: ______________________, 2026

ATTEST:

____
Janet M. Sirabian, Village Clerk

APPROVED:

____
Eric N. Smith, Village President

Side Letter of Agreement
Between
The Village of Buffalo Grove
And
The Buffalo Grove Professional Firefighter/Paramedic Association,
Local 3177, IAFF

May 18, 2026

Representatives from the Village of Buffalo Grove ("Village") and the Buffalo Grove Professional Firefighter/Paramedic Association ("Union") have met and reached agreement on this Side Letter of Agreement to the Parties' May 1, 2025 – April 30, 2030 Collective Bargaining Agreement ("CBA"). This Side Letter of Agreement between the parties, which is entered into on the date set forth below, and effective from May 1, 2026 through April 30, 2027, modifies the following sections of the aforementioned CBA, Supplemental Agreements and Departmental Standard Operating Procedures.

Appendix D – Salary Schedule - May 1, 2026, to April 30, 2027

Effective: May 1, 2026

A. Firefighter/Paramedic (3.04% Increase)
    1. The minimum and entrance salary at Step 310 as delineated in the Village of Buffalo Grove's Classification and Pay Plan, or $80,335.84.
    2. The maximum salary, exclusive of overtime pay shall be at Step 408 or 130,971.36.
B. Firefighter/EMT-B (3.04% Increase)
    1. The minimum and entrance salary at Step 306 as delineated in the Village of Buffalo Grove's Classification and Pay Plan, or $78,748.80.
    2. The maximum salary, exclusive of overtime pay shall be at Step 404 or 128,385.92.
C. Fire Lieutenant/Paramedic (3.04% Increase)
    1. The minimum and entrance salary at Step 418 as delineated in the Village of Buffalo Grove's Classification and Pay Plan, or $137,668.96.
    2. The maximum salary, exclusive of overtime pay shall be at Step 435 or 149,851.52.
D. Fire Lieutenant/Non-Paramedic (3.04% Increase)
    1. The minimum and entrance salary at Step 410 as delineated in the Village of Buffalo Grove's Classification and Pay Plan, or $132,285.92.

2. The maximum salary, exclusive of overtime pay shall be at Step 431 or $146,891.68.

Step Plan Illustration – Effective May 1, 2026

Firefighter/Paramedic

	Annual Salary	Step
Starting Pay	$ 80,335.84	310
Pay after first complete year of employment	$ 86,145.28	324
Pay after second complete year of employment	$ 92,372.80	338
Pay after third complete year of employment	$ 99,055.84	352
Pay after fourth complete year of employment	$ 106,219.36	366
Pay after fifth complete year of employment	$ 113,900.80	380
Pay after sixth complete year of employment	$ 122,139.68	394
Pay after seven or more years of employment	$ 130,971.36	408

Firefighter/EMT-B

	Annual Salary	Step
Starting Pay	$ 78,748.80	306
Pay after first complete year of employment	$ 84,443.84	320
Pay after second complete year of employment	$ 90,548.64	334
Pay after third complete year of employment	$ 97,098.56	348
Pay after fourth complete year of employment	$ 104,120.64	362
Pay after fifth complete year of employment	$ 111,652.32	376
Pay after sixth complete year of employment	$ 119,726.88	390
Pay after seven or more years of employment	$ 128,385.92	404

Lieutenant/Paramedic

	Annual Salary	Step
Starting Pay Newly Promoted	$ 137,668.96	418
Pay after first complete year of employment	$ 142,561.12	425
Pay after two or more years of employment	$ 149,851.52	435

Lieutenant/non-paramedic

	Annual Salary	Step
Starting Pay Newly Promoted	$ 132,285.92	410
Pay after first complete year of employment	$ 139,744.80	421
Pay after two or more years of employment	$ 146,891.68	431

This Side Letter of Agreement is executed this ________ day of May 2026.

For the Village of Buffalo Grove:	For IAFF, Local 3177:
______________________________	______________________________
Dane C. Bragg Village Manager	Alfredo Caballero President, IAFF Local 3177
______________________________	______________________________
Lawrence Kane Fire Chief	Mike Manka Vice President, IAFF Local 3177
______________________________	______________________________
Kathryn Golbach Director of Human Resources	David Zabilka Secretary, IAFF Local 3177

AGENDA ITEM SUMMARY
BUFFALO GROVE VILLAGE BOARD
Regular Meeting: May 18, 2026

AGENDA ITEM 9.c. R-2026-10
Resolution Approving the revised 2026 Pay Ranges for Buffalo Grove Employees.

Contacts
Liaison: Trustee Bocek
Staff: Kathryn Golbach

Staff Recommendation
Staff recommends approval.

Recommended Motion
I move to approve a resolution approving the revised 2026 pay ranges for Village of Buffalo Grove employees.

Summary
On December 1, 2025, the Village Board approved the 2026 pay ranges for employees of the Village of Buffalo Grove with the understanding that those pay ranges may need to be revised in the future to incorporate newly negotiated salaries for our bargaining groups. At this time, staff computed the 2026 salaries for employees of the IAFF bargaining unit, resulting in revised pay ranges for 2026 for the positions of, Firefighter/Paramedic, Firefighter/EMT-B, Lieutenant/Paramedic, and Lieutenant/non-Paramedic. The increase for all the aforementioned positions is three percent (3%), which is consistent with the approved 2026 budget document.

Strategic Alignment
Guiding Principle
Principle 1: Financially Responsible and Sound
Principle 4: High Performing Village Team

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

File Attachments
1. 2026 Resolution Revised Pay Ranges

2. DRAFT 2026 Pay Ranges 5.13.26

RESOLUTION 2026-xx

A RESOLUTION APPROVING THE REVISED 2026 PAY RANGES FOR VILLAGE OF BUFFALO GROVE EMPLOYEES

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

WHEREAS on December 1, 2025, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2026 budget, and;

WHEREAS on December 1, 2025, the Village President and Board of Trustees adopted the 2026 pay ranges, and;

WHEREAS the 2026 pay ranges have been revised so that they are more accurately aligned with both internal and external labor market and;

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

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

SECTION 2. The Village of Buffalo Grove does hereby approve the revised 2026 Pay Ranges for the Village of Buffalo Grove Employees (attached).

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

AYES: ______________________
NAYES: ______________________
ABSENT: ______________________
PASSED: ______________________, 2026
APPROVED: ______________________, 2026

ATTEST: APPROVED:

______________________ ______________________

Janet M. Sirabian, Village Clerk Eric N. Smith, Village President

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Village of Buffalo Grove

DRAFT Recommended 2026 Pay Ranges

The draft pay ranges include market analysis salary adjustments and a 3% GWI

Position	New Min	Step	New Max	Step
Pay Grade 74	$157,514.24	445	$234,750.88	525
Deputy Village Manager				
Pay Grade 70	$150,600.32	436	$224,446.56	516
Director of Finance				
Police Chief				
Fire Chief				
Director of Public Works				
Director of Community Development				
Pay Grade 66	$134,950.40	414	$202,128.16	495
Deputy Fire Chief				
Director of Human Resources				
Deputy Police Chief				
Village Engineer				
Deputy Public Works Director				
Deputy Community Development Director				
Pay Grade 62	$117,948.48	387	$175,782.88	467
Communications Director				
Battalion Chief				
Deputy Director of Finance				
Police Commander				
Assistant Village Manager				
Pay Grade 58	$112,209.76	377	$167,229.92	457
Police Lieutenant				
Building Services Manager				
Head Golf Professional BG & Arbo				
Public Works Superintendent				
Assistant Village Engineer				
Assistant to the Village Manager				
Pay Grade 56	$104,642.72	363	$155,952.16	443
Police Sergeant				
Pay Grade 54	$97,098.56	348	$144,709.76	428
Civil Engineer II				
Principal Planner				
EMS Educator				
Pay Grade 50	$137,668.96	418	$149,851.52	435
Fire Lieutenant/ Paramedic				
(May 1, 2025 - April 30, 2026)				
Pay Grade 46	$132,285.92	410	$146,891.68	431
Fire Lieutenant/ Non-Paramedic				
(May 1, 2025 - April 30, 2026)				

Pay Grade 42	$89,650.08	332	$133,610.88	412
Public Works Manager				
Purchasing Manager				
Civil Engineer I				
Administrative Support Manager				
Human Resources Manager				
Technology Services Manager				
Facilities Manager				
Pay Grade 34	$83,605.60	318	$124,600.32	398
Plan Reviewer				
Crew Leader				
Social Worker				
Pay Grade 29	$80,335.84	310	$130,971.36	408
Firefighter/Paramedic				
(May 1, 2025 - April 30, 2026)				
Pay Grade 25	$86,575.84	325	$127,745.28	403
Patrol Officer				
(January 1, 2026 - December 31, 2026)				
Pay Grade 23	$78,748.80	306	$128,385.92	404
Firefighter/EMT-B				
(May 1, 2025 - April 30, 2026)				
Pay Grade 21	$77,577.76	303	$115,618.88	383
Building Inspector				
Health Inspector				
Electrical & Mechanical Inspector				
Fire Inspector				
EMA Coordinator				
Deputy Fire Marshal				
Plumbing Inspector				
Administrative Services Manager				
Property Maintenance Inspector				
Mechanic II				
Accountant				
Associate Planner				
Human Resources Generalist				
Deputy Village Clerk				
Engineering Technician				
Management Analyst				
Head Golf Professional				
Maintenance Worker II				
Buyer				
Permit Coordinator				
Communications Coordinator				
Pay Grade 17	$66,466.40	272	$99,055.84	352
Public Education Officer-Fire				
Maintenance Worker I				

Administrative Assistant				
Utility Billing Coordinator				
Accounts Payable Coordinator				
Payroll Coordinator				
Pay Grade 13	$58,092.32	245	$85,290.40	322
Assistant Golf Professional				
Evidence Custodian				
Community Service Officer				
Pay Grade 9	$53,368.64	228	$79,539.20	308
Desk Officer				
Clerk				
Pay Grade 5	$30,680.00	117	$45,722.56	197
Fleet Maintenance Shop Assistant				
Engineering Aide				
Pay Grade 1	$29,627.52	110	$40,971.84	175
School Crossing Guard				
Laborer				
Golf Course Attendant				