



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
October 17, 2022 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Sep 19, 2022 7:30 PM
B. Village Board - Committee of the Whole - Oct 3, 2022 7:30 PM
C. Village Board - Special Meeting - Oct 11, 2022 6:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1346 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

- A. Trick or Treat Hours (President Sussman) (Staff Contact: Molly Gillespie)

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. Authorization to Execute Contract Extensions with Multiple Vendors (Trustee Weidenfeld) (Staff Contact: Tom Wisniewski)

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

A one year extension of the agreement with Wold Ruck Pate for Architectural Services.

A third year contract option with DataProse LLC for Utility Bill Printing and Mailing Services

A first two year contract option with City Escape & Design for Landscape Maintenance Services.

A first two year contract option with Balanced Environment for Tree and Stump Removal Services

A first two year contract option with Advanced Tree Care for Tree Trimming Services.

A second year contract option with ImageTrend for data collection and evaluation services.

A second year contract option with Fire Services Inc for Fire Department Fleet Maintenance.

A second year contract option with B&F Construction Code Services for contract inspections & plan review services.

A sixth-year contract option with Gen Power for Portable Power & Lighting Services.

A third-year contract option with Sound Works Productions for Audio & Lighting Services.

A first two year contract option with Ultra Strobe for Emergency Vehicle Lighting installation services.

A first and final one year contract option with the Acres Group for Tree Planting Services.

A first one-year contract option with Aldridge Electric for Street light Maintenance Services.

- B. Authorization to Waive Bids and Seek Competitive Proposals for the Village Branding Initiative (Trustee Johnson) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff requests authorization to waive bids and seek competitive proposals as further detailed in the attached memo.

- C. O-2022-106 301 N. Milwaukee Road Development Improvement Agreement (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: Staff recommends approval of the Development Improvement Agreement for a car wash development at the at 301 N. Milwaukee Road, subject to the receipt of the required fees and Village Attorney review.

- D. O-2022-107 Update Title 10 Traffic Ordinance (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: Staff recommends approval of a new stop sign as recommended by the Village Engineer.

- E. O-2022-108 Ordinance Approving an Intergovernmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity Grant (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: The Village received a \$300,000 grant towards planned capital improvements at Water Reservoir #6. An Intergovernmental Agreement is required to be approved by the Village Board to receive the funds.

- F. O-2022-109 Award of Bid Fire Station 27 Apparatus Bay Resurfacing & Coating (Trustee Pike) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Tiles in Style, LLC for the Fire Station 27 Apparatus Bay Resurfacing & Coating project in an amount not to exceed \$63,664.00 pending review and approval by the Village attorney.

- G. O-2022-110 Fire Station 25 Phase 1 Architectural Agreement (Trustee Pike) (Staff Contact: Mike Baker)

SUMMARY: Staff requests that the Village Board authorize the Village Manager to execute an agreement with FGM Architects for the completion of the Fire Station 25 Phase 1 architectural services in an amount not to exceed \$28,000, pending review and approval by the Village Attorney.

- H. O-2022-111 Liquor License Reservation- Ricky Rockets at 700 Lake Cook Road (President Sussman) (Staff Contact: Jessie Brown)

SUMMARY: Class C and E liquor licenses are reserved for Ricky Rockets at 700 Lake Cook Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 16, 2023.

9. Ordinances and Resolutions

- A. O-2022-112 Ordinance Approving a Memorandum of Understanding (MOU) Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (Trustee Weidenfeld) (Staff Contact: Arthur Malinowski)
- B. O-2022-113 Authorization to Expend Additional Funds for Street Light Maintenance (Trustee Smith) (Staff Contact: Tom Wisniewski)
- C. R-2022-14 Approval of the Revised 2022 Pay Ranges (Trustee Weidenfeld) (Staff Contact: Arthur Malinowski)

10. Unfinished Business

11. New Business

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 10 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

- A. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees. (President Sussman) (Staff Contact: Dane Bragg)
- B. Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06. (Clerk Sirabian) (Staff Contact: Dane Bragg)

14. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS,
MONDAY, SEPTEMBER 19, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Evan Michel, Management Analyst; Katie Golbach, Human Resources Management Analyst; Chris Black, Director of Finance; Christine Berman Deputy Director of Finance; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Brett Robinson, Administrative Services Director; Kyle Johnson, Assistant Director of Public Works; Jim Warnstedt, Assistant Director of Public Works; Tom Wisniewski, Buyer; Darren Monico, Village Engineer; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Police Chief Casstevens.

APPROVAL OF MINUTES

Moved by Stein, seconded by Smith, to approve the minutes of the August 15, 2022, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Weidenfeld, seconded by Stein, to approve the minutes of the September 12, 2022, Special Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1345

Ms. Berman read Warrant #1345. Moved by Weidenfeld, seconded by Ottenheimer, to approve Warrant #1345 in the amount of \$6,863,582.68 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT’S REPORT

There is no Village President’s report tonight.

Minutes Acceptance: Minutes of Sep 19, 2022 7:30 PM (Approval of Minutes)

VILLAGE MANAGER'S REPORT

There is no Village Manager's report tonight.

REPORTS FROM TRUSTEES

The Village Clerk reminded residents that, in order to vote in the upcoming November 8, 2022 **General Election**, they must be registered to vote by Tuesday, October 11, 2022.

Also, the next **Municipal Election** will be held on April 4, 2023 and petitions for Village President, Village Clerk and three Village Trustees may be circulated beginning tomorrow, September 20, 2022.

CONSENT AGENDA

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

Proclamation - National Preparedness Month

Motion to approve a Proclamation recognizing September as National Preparedness Month.

Amusement Service

Motion to authorize staff to waive bids and negotiate for amusement services as further detailed in the memo contained in Board packets.

Resolution No. 2022-12 – Natural Gas Supply

Motion to pass Resolution No. 2022-12 ratifying execution of an Extension to an Agreement for Natural Gas Supply and Service with Constellation New Energy - Gas Division LLC, as further detailed in the memo contained in Board packets.

Resolution No. 2022-13 – Electrical Supply

Motion to pass Resolution No. 2022-13 ratifying execution of an Agreement for Electricity Supply and Service with Constellation New Energy, as further detailed in the memo contained in Board packets

Ordinance No. 2022-89 – Liquor Controls

Motion to pass Ordinance No. 2022-89 approving Amendments to Chapter 5.20 Liquor Controls. Staff is proposing several changes to existing liquor licenses as well as new license reservations. All changes are included in the ordinance contained in Board packets updating Section 5.20.072 in its entirety.

Ordinance No. 2022-90 - Intergovernmental Agreement

Motion to pass Ordinance No. 2022-90 entering into an InterGovernmental Agreement with Cook County to address paving of a short section of Raupp Boulevard south of Lake Cook Road with their future Lake Cook Road project. As the work is outside of their Right-of-Way and at the Village's cost, an agreement is required.

Ordinance No. 2022-91 – Utility Easement/ComEd

Motion to pass Ordinance No. 2022-91, authorizing granting a Perpetual Utility Easement to Commonwealth Edison Company (ComEd) for their utility, and providing the Village Manager the authority to sign all associated documents when received pending review and approval by the Village Attorney.

Ordinance No. 2022-92 – Northwest Community Hospital

Minutes Acceptance: Minutes of Sep 19, 2022 7:30 PM (Approval of Minutes)

Motion to pass Ordinance No. 2022-92, approving a Northwest Community Healthcare Planned Unit of Development, Ordinance No. 2019-42, approval for a Veterinary Hospital Use and Sign Variations for a 10,000 square foot Commercial Building at 41 S. McHenry Road.

Ordinance No. 2022-93 – BGPD Roof Project

Motion to pass Ordinance No. 2022-93 authorizing the Village Manager to execute a contract with Otto Baum Company, Inc. for the Police Station Skylight Repair project in an amount not to exceed \$31,595.00 pending review and approval by the Village attorney.

Ordinance No. 2022-94 - Lead Service Line Replacements

Motion to pass Ordinance No. 2022-94 authorizing the Village Manager to waive bids and execute an agreement with Joel Kennedy Contractors (JKC) for lead service line replacements in an amount not to exceed \$31,195.20 pending review and approval by the Village Attorney.

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

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

ORDINANCE NO. 2022-95 – BUSINESS IT SOURCE

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2022-95, approving an Amendment to the existing Economic Incentive Agreement between the Village of Buffalo Grove and Business IT Source located at 850 Asbury.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of September 15, 2022.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-96 – PLUMBING CODE

Moved by Weidenfeld, seconded by Ottenheimer, to pass Ordinance No. 2022-96, amending Section 15.12.020 of the Village Code as it relates to the Local Amendment to the 2014 Illinois Plumbing Code in accordance with materials contained in Board packets.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo to Mr. Bragg from her and Adam Garcia dated September 15, 2022.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-97 – ELECTRICAL CODE

Moved by Pike, seconded by Smith, to pass Ordinance No. 2022-97, amending Section 15.08.020 of the Village Code as it relates to the Local Amendments to the 2017 National Electrical Code.

Ms. Wood reviewed the proposed ordinance, details of which are contained in the memo to Mr. Bragg from her and Adam Garcia dated September 15, 2022.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-98 – WATER WELL 7

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2022-98, authorizing the Village Manager to execute a contract with A-1 Roofing Company for the Water Well 7 storage facility roof replacement project in an amount not to exceed \$116,609.00 pending review and approval by the Village Attorney.

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

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-99 – LINE OF CREDIT NOTE

Moved by Weidenfeld, seconded by Ottenheimer, to pass Ordinance No. 2022-99, providing for the issuance of Not-To-Exceed \$7,500,000.00 General Obligation Line of Credit Note of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to pay the costs of Capital Projects in and for the Village, providing for the security for and payment of said Note and authorizing the sale of said Note to Northbrook Bank & Trust Company, N.A. in accordance with materials contained in Board packets and staff comments provided tonight.

Ms. Berman reviewed the proposed ordinance, details of which are contained in the memo from Mr. Black to Mr. Bragg of September 19, 2022.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-100 – VILLAGE HALL ROOF REPLACEMENT

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2022-100, authorizing the Village Manager to execute a contract with Seal Tight Exteriors, Inc. for the Village Hall Partial Roof Replacement Project in an amount not to exceed \$161,700.00 pending review and approval by the Village Attorney.

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

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-101 – MUNICIPAL GIS PARTNERS

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2022-101, authorizing the Village Manager to execute a contract with Municipal GIS Partners (MGP) for Geographical Information Services (GIS) in an amount not to exceed \$155,790.00.

Mr. Robinson reviewed the proposed ordinance, details of which are contained his memo to Mr. Bragg of September 14, 2022.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-102 – WEATHER SYSTEMS

Moved by Smith, seconded by Ottenheimer, to pass Ordinance No. 2022-102, waiving bids and authorizing the Village Manager to execute an agreement with Vaisala for weather system hardware and software in an amount not to exceed \$70,203.00 pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of September 12, 2022.

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

ORDINANCE NO. 2022-103 – APTAKISIC ROAD

Moved by Pike, seconded by Smith, to pass Ordinance No. 2022-103, approving the Aptakisic Road Project Specific Agreement, subject to review and approval by the Village Attorney.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of August 26, 2022.

Upon roll call, Trustees voted as follows

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

ORDINANCE NO. 2022-104 – NO PARKING ZONE

Moved by Pike, seconded by Stein, to pass Ordinance No. 2022-104, amending Chapter BG-11, Rules of the Road, Title 10 of the Village of Buffalo Grove Municipal Code: Bernard Drive and Indian Hill *No Parking* Zone.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of September 6, 2022.

Board members commended staff for following up on the suggestion from a safety presentation by a local resident and Girl Scout, illustrating that local government listens to residents, both youth and adult.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-105 – 41 McHENRY ROAD

Moved by Pike, seconded by Smith, to pass Ordinance No. 2022-105, approving the Development Improvement Agreement for a 10,000 square foot commercial building development at the southeast corner of Lake Cook Road and IL Route 83 (McHenry Road) subject to the receipt of the required fees and Village Attorney review and approval.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of September 13, 2022.

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

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Weidenfeld, seconded by Stein, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, Specific Individuals who Serve as Independent Contractors in a Park, Recreational, or Educational Setting, or Specific Volunteers of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee, a Specific Individual who Serves as an Independent Contractor in a Park, Recreational, or Educational Setting, or a Volunteer of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity. However, a Meeting to Consider an Increase in Compensation to a Specific Employee of a Public Body that is Subject to the Local Government Wage Increase Transparency Act May Not be Closed and Shall be Open to the Public and Posted and Held in Accordance with This Act and Section 2(C)(6) of the Illinois Open Meetings Act: (6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body.**

Upon roll call, Trustees voted as follows:

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

The Board moved to Executive Session from 8:07 P.M. until 8:32 P.M.

ADJOURNMENT

Moved by Smith, seconded by Stein, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The Regular Meeting was adjourned at 8:35 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF October 2022

Village President

Minutes Acceptance: Minutes of Sep 19, 2022 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY, OCTOBER 3, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Christine Berman, Deputy Finance Director; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Darren Monico, Village Engineer; Brett Robinson, Administrative Services Director; Police Chief Casstevens; Deputy Police Chief Szos; Police Sergeant Hansen; Fire Chief Baker; Deputy Fire Chief Kane; and Tyler Grace, Fire Management Analyst.

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

FIRE DEPARTMENT ACCREDITATION

Chief Baker presented the overview of the Fire Department's accreditation efforts and associated timeline.

Mr. Grace reviewed a PowerPoint presentation highlighting the process to get to the current status, details of which are contained in the memo from him and Chief Baker to the Board of October 3, 2022.

FY 2023 BUDGET

Also referring to a PowerPoint presentation, Mr. Black reviewed the highlights of the proposed FY 2023 Budget, details of which are contained in his memo to Mr. Bragg of October 3, 2022.

CODE REVIEW TITLE 10

Mr. Robinson provided an overview of the proposed changes to Title 10 of the Buffalo Grove Municipal Code, details of which are contained in the memo that he and Ms. Brown sent to Mr. Bragg on September 27, 2022.

POLICE SERGEANT PROMOTION

Chief Casstevens noted how pleased he is to recommend the promotion of Officer Meghan Hansen to Sergeant, and he introduced the Chair of the Fire & Police Commission, Stuart Berman.

Mr. Berman reviewed Officer Hansen's career and credentials, after which he administered the Oath of Office to her as she was congratulated by the audience and the Board. Sergeant Hansen's husband, Brian, then pinned on her badge. Sergeant Hansen thanked everyone for this recognition and stated how proud and honored she is to be a part of the Buffalo Grove Police Department.

QUESTIONS FROM THE AUDIENCE

Minutes Acceptance: Minutes of Oct 3, 2022 7:30 PM (Approval of Minutes)

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

EXECUTIVE MEETING

Moved by Ottenheimer, seconded by Weidenfeld, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees, Specific Individuals who Serve as Independent Contractors in a Park, Recreational, or Educational Setting, or Specific Volunteers of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee, a Specific Individual who Serves as an Independent Contractor in a Park, Recreational, or Educational Setting, or a Volunteer of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity. However, a Meeting to Consider an Increase in Compensation to a Specific Employee of a Public Body that is Subject to the Local Government Wage Increase Transparency Act May Not be Closed and Shall be Open to the Public and Posted and Held in Accordance with This Act**, and allowing Trustees Johnson and Smith to take part in the Executive Session electronically. Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Ottenheimer, Weidenfeld, Pike

NAYS: 0 – None

ABSENT: 2 – Johnson, Smith

Motion declared carried.

The Board moved to Executive Session from 7:59 P.M. to 8:51 P.M.

ADJOURNMENT

Moved by Ottenheimer, seconded by Pike, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 8:53 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF October 2022

Village President

Minutes Acceptance: Minutes of Oct 3, 2022 7:30 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES
OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL
CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS,
TUESDAY, OCTOBER 11, 2022**

CALL TO ORDER

President Sussman called the meeting to order at 6:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Weidenfeld, seconded by Ottenheimer, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 6:32 P.M. to 7:53 P.M.

ADJOURNMENT

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

The meeting was adjourned at 7:54 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF October 2022

Village President

Minutes Acceptance: Minutes of Oct 11, 2022 6:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1346****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1346- \$5,530,106.84

ATTACHMENTS:

- Warrant 1346 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, October 17, 2022

VILLAGE OF BUFFALO GROVE WARRANT #1346
17-Oct-22

General Fund:	1,109,058.76
Parking Lot Fund:	249.27
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	722.50
School & Park Donations:	121,630.30
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	117,878.00
Capital Projects-Vehicles/Equipment:	49,083.70
Capital Projects-Streets:	521,758.02
Retiree Health Savings (RHS):	33,169.97
Water Fund:	1,108,668.11
Buffalo Grove Golf Fund:	7,627.85
Arboretum Golf Fund:	73,105.20
Refuse Service Fund:	74,927.00
Information Technology Internal Service Fund:	93,184.21
Central Garage Internal Service Fund:	83,808.37
Building Maintenance Internal Service Fund:	35,746.81
	<u>3,430,618.07</u>
PAYROLL PERIOD ENDING 09/25/2022	1,062,155.23
PAYROLL PERIOD ENDING 10/09/2022	1,037,333.54
	<u>2,099,488.77</u>
TOTAL WARRANT #1346	<u><u>5,530,106.84</u></u>

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

 Village Clerk

 Village President

Attachment: Warrant 1346 SUMMARY (Approval of Warrant #1346)



Information Item : Trick or Treat Hours

Recommendation of Action

Staff recommends proclamation.

Monday, October 31, 2022, from the hours of 3:00 to 8:00 p.m., is established as Trick or Treat Day in Buffalo Grove.

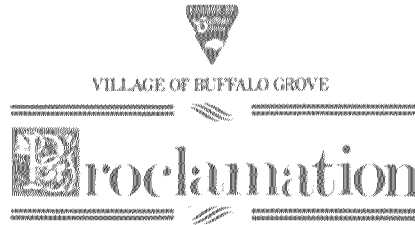
ATTACHMENTS:

- Trick of Treating Proc (DOC)

Trustee Liaison
Sussman

Staff Contact
Molly Gillespie, Office of the Village Manager

Monday, October 17, 2022	
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Village of Buffalo Grove
Monday, October 31, 2022 – Designated Trick or Treat Day in Buffalo Grove

WHEREAS, the children of Buffalo Grove are entitled to the fun and festivity associated with the observance of the Halloween "Trick or Treat" custom - going from door to door in the immediate neighborhood, displaying their costumes and requesting "treats"; and

WHEREAS, there is increased possibility of accidents due to the general carefree spirit of children at this particular time and when costumes and masks may limit their visibility in the darkness; and

WHEREAS, the late afternoon and early evening schedule is more favorable to the participation of younger children, for whom the observance was originally intended,

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim that **Monday, October 31, 2022** shall be known as **TRICK OR TREAT DAY in Buffalo Grove between the hours of 3:00 p.m. and 8:00 p.m.**

I also ask that young children be accompanied by parents or other responsible adults. I further request that householders indicate their willingness to welcome children by keeping their porch or exterior lights on to indicate their participation in accepting trick-or-treaters, and that trick-or-treaters only visit homes so lighted.

Because there have been incidents of children receiving and consuming articles of food or candy that have been tampered with, it is also recommended that parents supervise closely, so that children do not consume any "treats" until closely examined. It is further advised that everyone follow the rule, "if in doubt – throw it out," where any evidence of tampering with packaging or surfaces of consumable products exists.

For those looking for additional opportunities to trick or treat during earlier weekend hours, I encourage attendance of the Trick or Treat Drive Thru event at Fire Station 26 on Sunday, October 30, 2022 from 1:00 p.m. to 3:00 p.m. where members of Buffalo Grove's Fire and Police Departments will greet you with treats from the safety of your vehicles.

I encourage the cooperation of all citizens, young and old, in making this a happy and safe occasion for children.

Dated this 18th Day of October, 2021

 Beverly Sussman,
 Village President

Attachment: Trick of Treating Proc (Trick or Treat Hours)



Action Item : Authorization to Execute Contract Extensions with Multiple Vendors

Recommendation of Action

Staff recommends approval.

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

A one year extension of the agreement with Wold Ruck Pate for Architectural Services.

A third year contract option with DataProse LLC for Utility Bill Printing and Mailing Services

A first two year contract option with City Escape & Design for Landscape Maintenance Services.

A first two year contract option with Balanced Environment for Tree and Stump Removal Services

A first two year contract option with Advanced Tree Care for Tree Trimming Services.

A second year contract option with ImageTrend for data collection and evaluation services.

A second year contract option with Fire Services Inc for Fire Department Fleet Maintenance.

A second year contract option with B&F Construction Code Services for contract inspections & plan review services.

A sixth-year contract option with Gen Power for Portable Power & Lighting Services.

A third-year contract option with Sound Works Productions for Audio & Lighting Services.

A first two year contract option with Ultra Strobe for Emergency Vehicle Lighting installation services.

A first and final one year contract option with the Acres Group for Tree Planting Services.

A first one-year contract option with Aldridge Electric for Street light Maintenance Services.

ATTACHMENTS:

- Fall Contract Extensions 2022 (DOCX)

Trustee Liaison

Weidenfeld

Staff Contact

Tom C. Wisniewski, Village Board

Monday, October 17, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 13, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Fall Contract Extensions

Dane, Staff will bring the following recommendations for contract extensions before the Village Board as a single item on October 17.

Staff recommends that the Village President and Board of Trustees authorize staff to execute a one-year contract option with Wold Ruck Pate for Architectural Services to cover the period from January 1, 2023, to January 1, 2024. This work would be expected to continue to be done within the 2023 approved budget amount. Prices are based upon Project Cost at 6.45% for new construction and 8.45% for renovations.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the third-year contract option with DataProse LLC., for Utility Bill Printing and Mailing Services to cover the period from January 1, 2023, to December 31, 2023. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$10,765.00. The contractual cost does not include postage as this is a passthrough cost.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first two-year contract option with City Escape Garden and Design., for Landscape Maintenance Services to cover the period from May 18, 2023, to May 18, 2025. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$198,946.00 per year.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first and final two-year contract option with Balanced Environments., for Tree & Stump Removal Services to cover the period from January 1, 2023, to December 31, 2024. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 2% is expected and the base contract amount is set at a not to exceed amount of \$51,000.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first and final two-year contract option with Advanced Tree Care, Inc., for Tree Trimming Services to cover the period from January 1st, 2023, to December 31st, 2024. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 2% is expected and the base contract amount is set at a not to exceed amount of \$122,400.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second-year contract option with ImageTrend Inc., for data collection and evaluation to cover the period from

February 10, 2023, to February 10, 2024. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount \$10,240.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second-year contract option with Fire Services Inc., for Fire Department Fleet Maintenance to cover the period from January 1, 2023, to December 31, 2023. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$183,860.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second-year contract option with B&F Construction Code Services, for Contract Inspections and Plan Review Services to cover the period from November 3, 2022, to November 3, 2023. This work would be expected to continue to be done within the 2023 approved budget amount. The base contract amount is set at a not to exceed amount of \$250,000.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the sixth-year contract option with Gen Power Inc., for Portable Power and Lighting for Buffalo Grove Days to cover the period from January 2, 2023, to January 21, 2024. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$9,940.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the third-year contract option with Sound Works Productions., for Audio & Lighting Services for Buffalo Grove Days to cover the period from October 31, 2022, to October 31, 2023. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$12,890.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first two-year contract option with Ultra Strobe Inc. for Emergency Vehicle Lighting Installation Services to cover the period from January 1, 2023, to December 31, 2024. The purchase and installation of emergency lighting and equipment in Police vehicles would have no direct impact on the Village budget. The funds directed for the purchase of this type of equipment are obtained through Illinois statute (625 ILCS 5/16-104c) and are set aside for the purchase and maintenance of Police vehicles. Fire vehicle emergency lighting is allocated through reserve funds set aside for equipment replacement. A unit price increase of 3.5% is expected and the contract amount is set at a not to exceed amount of \$77,625.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first and final contract option with Acres Group., for Tree Planting Services to cover the period from March 2, 2023, to March 2, 2024. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 3% is expected and the base contract amount is set at a not to exceed amount of \$150,030.00.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first one-year contract option with Aldridge Electric Inc., for maintaining the Villages Street light system to cover the period from January 1st, 2023, to December 31st, 2023. This work would be expected to continue to be done within the 2023 approved budget amount. A price increase of no more than 2.5% is expected and the base contract amount is set at a not to exceed amount of \$261,057.00.

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



Action Item : Authorization to Waive Bids and Seek Competitive Proposals for the Village Branding Initiative

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests authorization to waive bids and seek competitive proposals as further detailed in the attached memo.

ATTACHMENTS:

- Auth to waive bids Memo Village Branding Initiative (DOCX)

Trustee Liaison
Johnson

Staff Contact
Tom C. Wisniewski, Village Board

Monday, October 17, 2022

**VILLAGE OF
BUFFALO GROVE**



DATE: October 11, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and Seek Proposals for the Village Branding Initiative

Staff is pursuing a Village branding initiative, expected to kick off in early 2023. The branding process is expected to take 6-8 months once a firm is selected and will include several community engagement sessions. The process will also include the creation of an implementation plan and other deliverables such as a new logo, branding guidelines, stationary and social media graphic templates. Staff requests authorization to waive bids and seek competitive proposals for the Village branding initiative.



Ordinance No. O-2022-106 : 301 N. Milwaukee Road Development Improvement Agreement

Recommendation of Action

Staff recommends approval subject to the review and approval by the Village Attorney.

SUMMARY: Staff recommends approval of the Development Improvement Agreement for a car wash development at the at 301 N. Milwaukee Road, subject to the receipt of the required fees and Village Attorney review.

ATTACHMENTS:

- Memo T Bragg_301 N McHenry Rd DIA_9-27-2022 (DOCX)
- DIA Ordinance_301 N Milwaukee Rd_9-27-2022 (DOCX)
- DRAFT_DIA_301 Milwaukee_9-27-2022 (DOCX)
- Engineers Estimates (PDF)
- Buffalo Grove Carwash - Issued for Permit - CIVIL (PDF)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, October 17, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 13, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: 301 N. Milwaukee Road Development Improvement Agreement

Prestige BG LLC, the developers of 301 N. Milwaukee Road, are proposing redeveloping the Grill on the Rock property along Milwaukee Road into a car wash facility.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include the stormwater management, parking lots, and all the utility connections such as water main and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

Staff recommends Village Board approval of the DIA subject to review and approval by the Village Attorney.

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT
WITH PRESTIGE BG LLC SERIES RE FOR 301 N MILWAUKEE AVENUE**

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 Development Improvement Agreement (DIA) with Prestige BG LLC Series RE ("Developer") for site improvements associated with the commercial development at 301 N. Milwaukee Road,

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 Development Improvement Agreement is approved subject to 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: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

SPOTLESS AUTO SPA
Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this ____ day of _____, 2022 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Prestige BG LLC Series RE, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by Terra Consulting Group, LTD, who are registered professional engineers (the "Site Plan"), which Plans were approved by the Village pursuant to Ordinance No. _____ and (ii) additional plans and specifications prepared by _____ dated _____ and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to insure the completion of certain site improvements, as a condition precedent to the issuance of building permits for any buildings to be constructed on the Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the "Improvements"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Village's Development Ordinance). All utility lines and services to be installed in the street shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto. No later than three (3) business days following the execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of Five Hundred Sixty-One Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$561,485.00), as further described in Paragraph 9 herein (the "Letter of Credit").

3. All work shall be subject to inspection by and the approval of the Village Engineer. It is agreed that the contractors who are engaged to construct the Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. The Developer has paid or will pay the Village a Review and Inspection Fee, as required by Ordinance. It is understood that said fee is based on the amount of the contracts or cost estimate for those items in Exhibit "B".

5. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer, and/or its contractors shall furnish the Village with evidence of insurance covering their employees in such amounts and coverage as is acceptable to the Village. Nothing herein shall waive any immunities the Village May assert in response to or defense of any such claim.

In addition, by its execution of this Agreement, the Developer agrees to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents, against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the performance of the work of the Developer, independent contractors or sub-contractors or their officers, agents, or employees. The Developer shall have no liability or damages for the costs incident thereto to the extent caused by the sole negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents, or employees.

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time limits shown on the Plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer. If work is not completed within the time prescribed herein, the Village shall have the right to call upon the Letter of Credit, in accordance with its terms, for the purpose of completing the Improvements. Upon completion of the Improvements herein provided for, as evidenced by the certificate or certificates of the Village President and Board of Trustees, the Village shall be deemed to have accepted said Improvements, and thereupon, the Letter of Credit shall automatically be reduced to serve as security for the obligations of the Developer as set forth in Paragraph 7 hereof. The Developer shall cause its consulting engineers to correct drawings to show work as actually constructed and said engineers shall turn over high quality Mylar reproducible copies thereof to the Village to become the Village's property prior to acceptance of the Improvements by the President and Board of Trustees.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence. The obligation of the Developer hereunder shall be secured by the Letter of Credit as further described in Paragraph 9 hereof.

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all parking lots or access drives (to include curbs) set forth in the Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which parking lots or access drives have

been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9.A. The obligations of the Developer hereunder as to the deposit of security for the completion of the Improvements and the one-year maintenance of said Improvements after acceptance by the Village (Paragraph 7) shall be satisfied upon delivery to the Village of a Letter of Credit in favor of the Village in a form acceptable to the Village, in the amount set forth in Paragraph 2 above. The Letter of Credit shall be made subject to this Agreement. The Developer hereby waives its option pursuant to 30 ILCS 550/3 and 65 ILCS 5/11-39-3 to utilize any type of security other than a Letter of Credit.

B. In addition to the terms, conditions, and covenants of the Letter of Credit, the Village hereby agrees to draw funds or to call said performance guarantee under such security solely for the purpose of payment for labor and materials supplied or to be supplied, by engineers, contractors, or subcontractors, to, or for the benefit of the Developer or the Village, as the case may be, under the provisions of this Agreement and the said Improvements for which payment is being made shall have been completed, or will be completed, in substantial accordance with the Plans.

C. The Village further hereby agrees that to the extent that the Developer causes the commitments of this Agreement to be completed, the outstanding liability of the issuer of the Letter of Credit shall during the course of construction of the Improvements, approximate the cost of completing all Improvements and paying unpaid contract balances for the completion of the Improvements referred to in this Agreement.

Until all required tests have been submitted and approved by the Village for each of the construction elements including, but not limited to, earthwork, street pavements, parking area pavements, sanitary sewers and water mains (as applicable), a minimum of that portion of the surety for each element shall be subject to complete retention. All Improvements are subject to a minimum fifteen (15%) percent retention until final acceptance by the Village.

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount equal to fifteen (15%) percent of the total amount of the Letter of Credit, or an amount equal to fifteen (15%) percent of the cost estimate of the individual Improvement(s) shall be retained in the Letter of

Credit for a period of one-year beyond formal acceptance by the Village of the Improvement(s).

E. As a portion of the security amount specified in Paragraph 2, the Developer shall maintain a cash deposit with the Village Clerk in the amount of Five Thousand Six Hundred Sixty-Five Dollars (\$5,665.00). If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is deemed a danger to public health or safety by the Village of Buffalo Grove due to the actions of the Developer or his failure to act; and after written notice of this condition, the Developer fails to immediately remedy the condition; then the Village may take action to remedy the situation and charge any expenses which results from the action to remedy the situation to the cash deposit. Upon notification that the cash deposit has been drawn upon, the Developer shall immediately deposit sufficient funds to maintain the deposit in the amount of Five Thousand Six Hundred Sixty-Five Dollars (\$5,665.00). If the Developer has not made the additional deposit required to maintain the total cash deposit within three (3) days from the date he received notice that such additional deposit was required, it is agreed that the Village may issue a Stop Work Order or also may revoke all permits which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period has lapsed. The deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within five (5) days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the deposit may be drawn upon immediately following notice to the Developer and his failure to immediately remedy the situation. After termination of the one-year maintenance period and upon receipt by the Village Clerk of a written request for release of the deposit, the Village will either notify the Developer that the Improvements are not in a proper condition for final release of the deposit, or shall release the deposit within fifteen (15) days.

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the Developer hereby agrees that no reduction shall occur in the outstanding liability of the issuer there under, except on the written approval of the Village; however, in all events, the Village shall permit such Letter of Credit to expire, either by its terms, or by return of such Letter of Credit to the Developer, upon

the expiration of one-(1) year from the acceptance of the Improvements referred to herein by the Village. To the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

10. Any Letter of Credit shall provide that the issuer thereof shall not cancel or otherwise terminate said security without a written notice being given to the Village between thirty-(30) days and forty-five (45) days in advance of termination or cancellation.

11. No occupancy permit shall be issued until all exterior lighting specified on Exhibit "C" is installed and operational.

12. The Developer acknowledges that he is responsible for the proper control of weeds, grass, refuse, and junk on all property which he owns within the Village in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. It is further agreed that the Developer shall continue to be responsible for the proper maintenance of any parcels of property for which the Developer transfers ownership to the Village until such time as the development's Improvements are accepted by the Village in writing in accordance with the provisions of this Agreement.

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is provided this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the cash deposit described in Paragraph 9E.

13. The Developer agrees that no Improvements constructed in conjunction with this project are sized or located in such a way as to warrant any recapture payment to the Developer pursuant to any applicable previous agreements.

14. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other, except for the Village's obligation to return the Letter of Credit and cash deposit to Developer or otherwise notify the issuer of

the Letter of Credit of the expiration of the Letter of Credit. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

15. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Preliminary Plan or Annexation Approval Ordinance No. dated _____, and the obligations contained therein.

16. Neither party shall cause this Agreement (or any memorandum hereof) to be recorded against the Property.

17. Neither party shall assign this Agreement or any of its terms without the prior, express and written consent of the other party. Furthermore, no assignment of the Developer's obligations shall be effective unless and until the Village approves the language of any proposed assignment and substitute security in the amounts required by this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Prestige BG LLC Series RE
1305 Busch Parkway, Suite 102
Buffalo Grove, IL 60089

By: _____

Name: _____

Title: _____

SPOTLESS AUTO SPA
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, AND 5 (EXCEPT THE SOUTHERLY 15 FEET OF LOT 5) IN BLOCK 2 IN UNIT NUMBER 2 IN COLUMBIAN GARDENS, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1926 AS DOCUMENT 282352, IN BOOK "P" OF PLATS, PAGE 92, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: **301 N. MILWAUKEE AVENUE, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-35-301-001, 15-35-301-002, 15-35-301-003,
15-35-301-004, & 15-35-301-005

AREA = 38,744.96 SQ. FT. OR 0.89 ACRES

SPOTLESS AUTO SPA
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including (to the extent applicable) earthwork, grading, roads or streets, parking lots, areas and/or parking facilities, sidewalks, sanitary and storm sewers, water main, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

SPOTLESS AUTO SPA
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: Terra Consulting Group, LTD.

Entitled: Final Engineering for Car Wash Facility at 301 N. Milwaukee Ave.

Consisting of: 22 sheet(s), last revised 9/29/2022

Final Engineering Landscaping Plans prepared by: NERI Architects

Entitled: New Automated Carwash Facility

Consisting of: sheet(s), last revised

(see following pages)

Attachment: DRAFT_DIA_301 Milwaukee_9-27-2022 (O-2022-106 : 301 N. Milwaukee Road Development Improvement Agreement)

SPOTLESS AUTO SPA
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

October 12, 2022

Via Email: nick.s@carwashprodesigners.com

PROPOSAL PREPARED FOR:

Nick Spallone
Car Wash Pro Designers, Ltd.
6400 N. Northwest Highway, Suite 4
Chicago, IL 60631

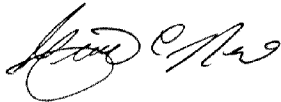
RE: Landscaping and outdoor Irrigation Estimate for new automated car wash facility located at 301 Milwaukee Avenue, in Buffalo Grove Illinois 60089.

Dear Nick,

As per our discussion, I have prepared my estimate for the landscaping and outdoor irrigation system for the above referenced project. My professional estimate for the labor and materials is \$35,000.

Please let me know if you need anything else.

Sincerely,
Neri Architects, pc



Guido Neri, AIA
Principal



Project: 1585
Date: 08-26-22

Engineer's Estimate of Probable Construction Cost

CWPD - Buffalo Grove - On Site

301 N. Milwaukee Ave, Buffalo Grove, IL 60089

Item No.	Description	Est. Quantity	Unit	Unit Price	Extension
1	Removal - Pavement, Full Depth	2930	SY	\$ 12.00	\$ 35,160.00
2	Removal - Light Base	5	EA	\$ 250.00	\$ 1,250.00
3	Removal - Monument Sign	1	EA	\$ 250.00	\$ 250.00
4	Removal - Segmental Block Wall	377	LF	\$ 5.00	\$ 1,885.00
5	Removal - Water Service to R.O.W.	1	EA	\$ 500.00	\$ 500.00
6	Earthwork	1	LS	\$ 50,000.00	\$ 50,000.00
7	Construction Layout	1	LS	\$ 5,000.00	\$ 5,000.00
	-----Soil Erosion-----				
8	Silt Fence	955	LF	\$ 3.50	\$ 3,342.50
9	Sediment Trap in Storm Structure	3	EA	\$ 175.00	\$ 525.00
10	Check Dam	1	EA	\$ 150.00	\$ 150.00
11	Construction Entrance Installation	1	EA	\$ 4,000.00	\$ 4,000.00
12	Construction Entrance Removal	1	EA	\$ 2,000.00	\$ 2,000.00
13	Concrete Washout	1	EA	\$ 250.00	\$ 250.00
	-----Site Improvements-----				
14	2" HMA Surface Course, IL-12.5, N50, MIX C	1905	SY	\$ 6.50	\$ 12,382.50
15	2" HMA Binder Course, IL-19.5, N50	1905	SY	\$ 8.80	\$ 16,764.00
16	Bituminous Materials (Prime), MC-30, 0.25 gal/sy	477	GAL	\$ 3.50	\$ 1,669.50
17	6" P.C.C. Pavement	35	SY	\$ 50.00	\$ 1,750.00
18	6" P.C.C. Pavement w/Heating Elements	438	SY	\$ 100.00	\$ 43,800.00
19	10" Aggregate Base Course, Type B	1905	SY	\$ 12.75	\$ 24,288.75
20	12" Aggregate Base Course, CA6	473	SY	\$ 14.00	\$ 6,622.00
21	Rip-Rap, IDOT Grd. RR-3	14	CY	\$ 32.00	\$ 448.00
22	Barrier Curb, Type B	1616	LF	\$ 12.00	\$ 19,392.00
23	Curb & Gutter, Type B6.12	137	LF	\$ 15.00	\$ 2,055.00
24	5" P.C.C. Sidewalk (with 4" base CA-6)	1503	SF	\$ 6.00	\$ 9,018.00
	-----Sanitary Sewer-----				
25	8" Dia. Sanitary Sewer, D.I.P. CL. 52	69	LF	\$ 96.00	\$ 6,624.00
26	48" Dia. Sanitary Manhole	2	EA	\$ 3,000.00	\$ 6,000.00
27	Trench Backfill	69	LF	\$ 23.00	\$ 1,587.00

Attachment: Engineers Estimates (O-2022-106 : 301 N. Milwaukee Road Development Improvement Agreement)

	Storm Sewer				
28	8" Dia. D.I.P. CL. 52	39	LF	\$ 96.00	\$ 3,744.00
29	12" Dia. Storm Sewer, RCP, Type IV	200	LF	\$ 45.00	\$ 9,000.00
30	Trench Backfill (6" - 18")	200	LF	\$ 20.00	\$ 4,000.00
31	Inlet, Type A	1	EA	\$ 1,200.00	\$ 1,200.00
32	48" Dia. Catch Basin, Type A	2	EA	\$ 3,500.00	\$ 7,000.00
	Watermain				
33	3" Dia. Watermain, D.I.P. CL 52	60	LF	\$ 72.00	\$ 4,320.00
34	Trench Backfill	47	LF	\$ 19.00	\$ 893.00
	Pavement Markings				
35	Painted Pavement Markings - Letters & Symbols	95	SF	\$ 3.00	\$ 285.00
36	Paint Pavement Markings - Line 4"	505	LF	\$ 0.10	\$ 50.50
	Landscape & Irrigation				
37	Light Pole Base, Complete	1	LS	\$ 35,000.00	\$ 35,000.00
	Lighting				
38	Light Pole Base, Complete	7	EA	\$ 2,500.00	\$ 17,500.00
On Site Sub Total =					\$ 339,705.75

Notes and Assumptions:

- a. Landscaping is not included in the estimate.
- b. Building demolition not included.
- c. Engineering and permitting costs not included.
- d. ComEd will cover the relocation of their facilities.



Project: 1585

Date: 08-26-22

Engineer's Estimate of Probable Construction Cost
CWPD - Buffalo Grove - R.O.W. Improvements

301 N. Milwaukee Ave, Buffalo Grove, IL 60089

Item No.	Description	Est. Quantity	Unit	Unit Price	Extension
1	Removal - Pavement, Full Depth	78	SY	\$ 12.00	\$ 936.00
2	Removal - Curb	170	LF	\$ 8.50	\$ 1,445.00
3	Removal - Concrete Sidewalk	913	SF	\$ 1.50	\$ 1,369.50
	-----Soil Erosion-----				
4	Sediment Trap in Storm Structure	5	EA	\$ 175.00	\$ 875.00
5	Concrete Washout	1	EA	\$ 250.00	\$ 250.00
	-----Site Improvements-----				
6	6" P.C.C. Pavement	1534	SY	\$ 50.00	\$ 76,700.00
7	12" Aggregate Base Course, CA6	2509	SY	\$ 14.00	\$ 35,126.00
8	Curb & Gutter, Type B6.12	412	LF	\$ 15.00	\$ 6,180.00
9	5" P.C.C. Sidewalk	975	SF	\$ 6.00	\$ 5,850.00
10	Detectable Warnings	80	SF	\$ 30.00	\$ 2,400.00
	-----Storm Sewer-----				
11	12" Dia. Storm Sewer, RCP, Type IV	16	LF	\$ 45.00	\$ 720.00
12	Trench Backfill (6" - 18")	16	LF	\$ 20.00	\$ 320.00
13	Storm Sewer Connection	1	EA	\$ 500.00	\$ 500.00
	-----Watermain-----				
14	3" Dia. Watermain, D.I.P. CL 52	15	LF	\$ 72.00	\$ 1,080.00
15	Trench Backfill	6	LF	\$ 19.00	\$ 114.00
16	3" Dia. Pressure Connection in 60" Dia. Vault	1	EA	\$ 6,500.00	\$ 6,500.00
R.O.W. Sub Total = \$ 140,365.50					

Attachment: Engineers Estimates (O-2022-106 : 301 N. Milwaukee Road Development Improvement Agreement)



Project: 1585

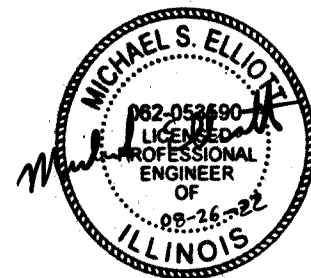
Date: 08-26-22

Engineer's Estimate of Probable Construction Cost

CWPD - Buffalo Grove - Total

301 N. Milwaukee Ave, Buffalo Grove, IL 60089

On Site Sub Total =	\$	339,705.75
ROW Sub Total =	\$	140,365.50
Total =	\$	480,071.25



My Comm. Expires 11-30-23

Attachment: Engineers Estimates (O-2022-106 : 301 N. Milwaukee Road Development Improvement Agreement)



CAR WASH LTD.
DESIGN-BUILD-OPERATE

DEMOLITION PLAN

0-3

PROJECT #

DATE

REVISION BY

DATE

PROJECT #

DEMOLITION PLAN

0-3

PROJECT #

DATE

REVISION BY

DATE

PROJECT #

DEMOLITION PLAN

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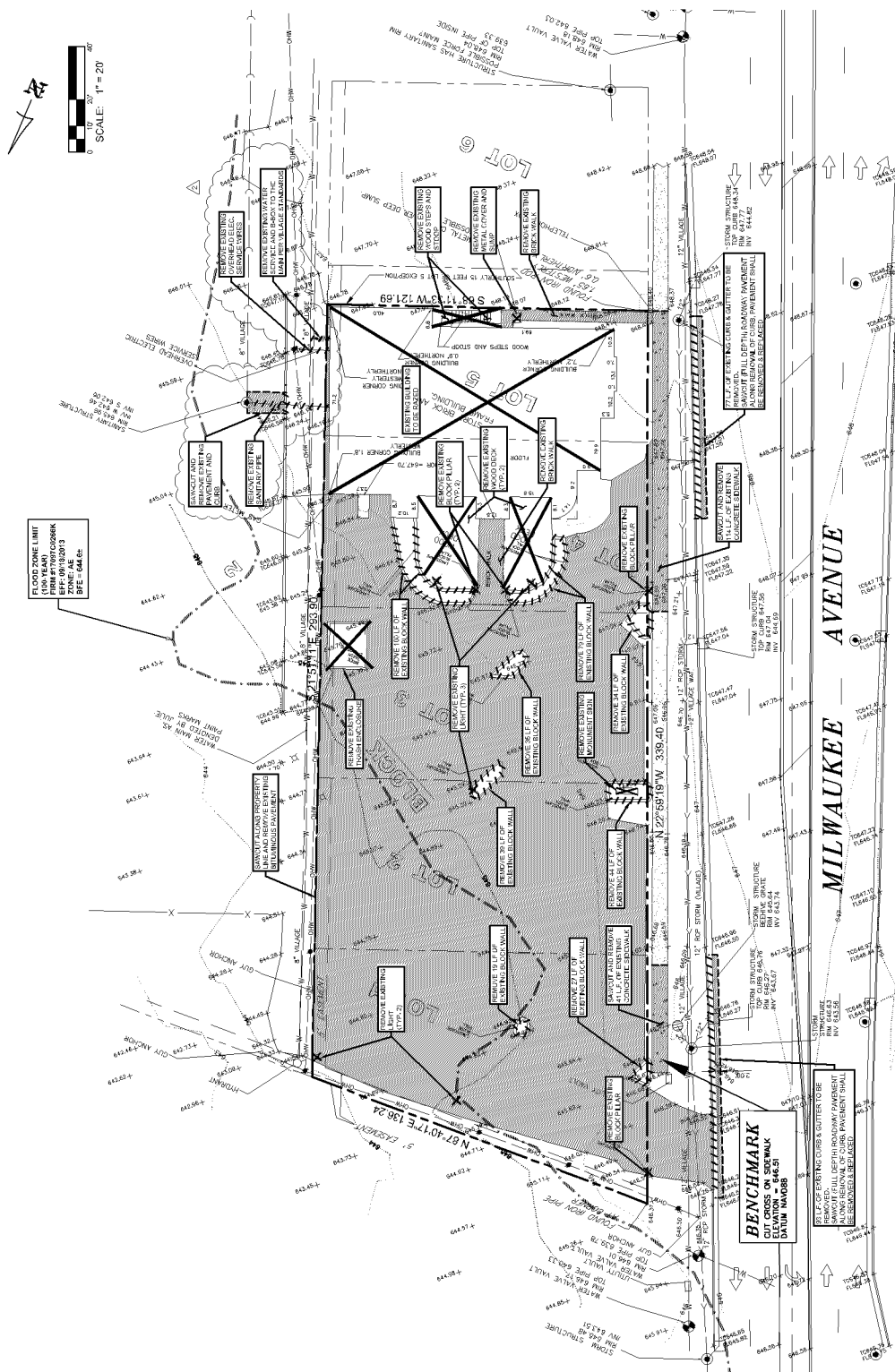
DEMOLITION PLAN

0-3

PROJECT #

DEMOLITION LEGEND

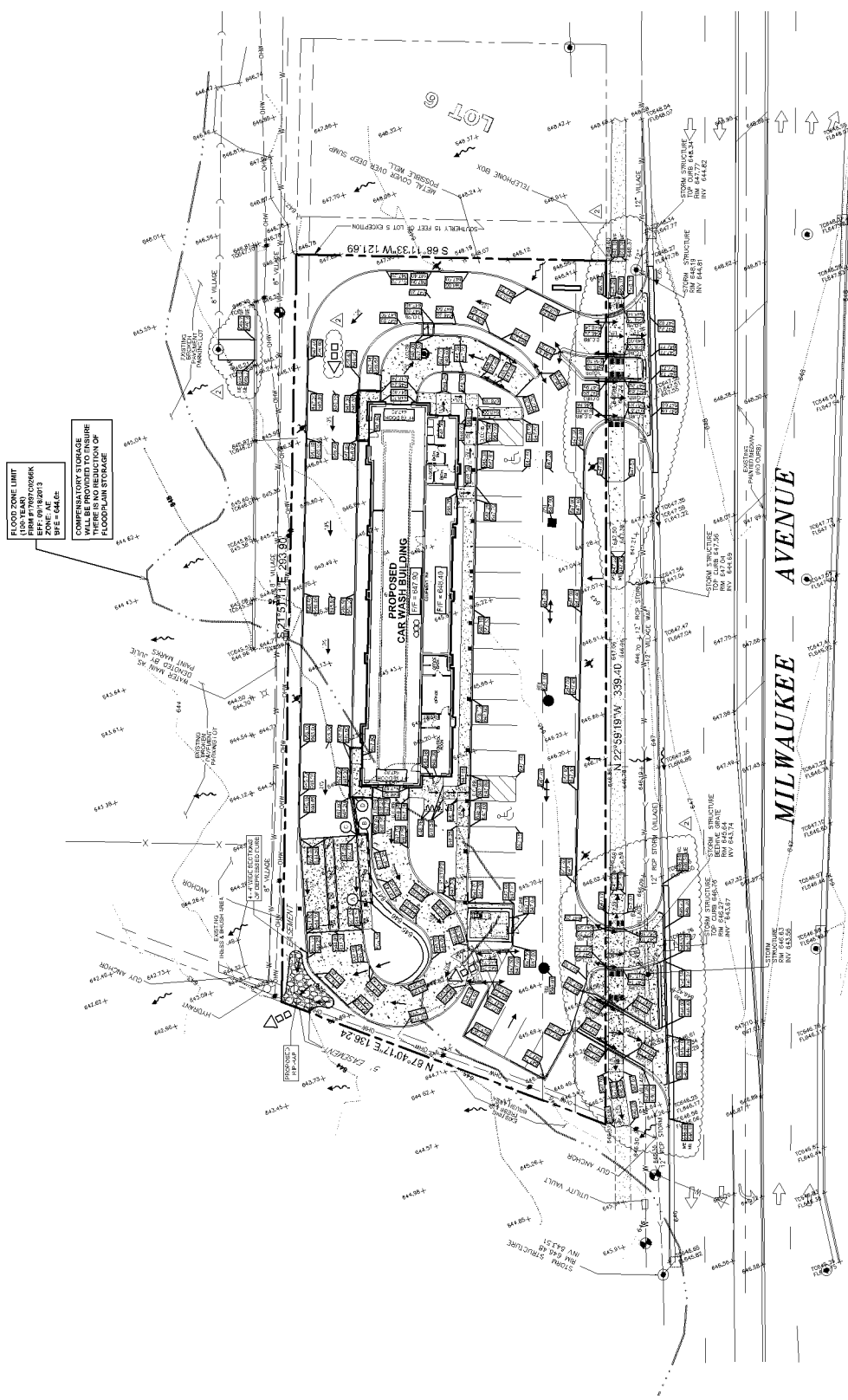
	BITUMINOUS PAVEMENT AREA TO BE REMOVED
	CONCRETE PAVEMENT AREA TO BE REMOVED
	BRICK PAVEMENT AREA TO BE REMOVED
---	SAWCUT LINE
////	REMOVAL OF A NEAR ITEM
	INDICATES ITEM TO BE REMOVED

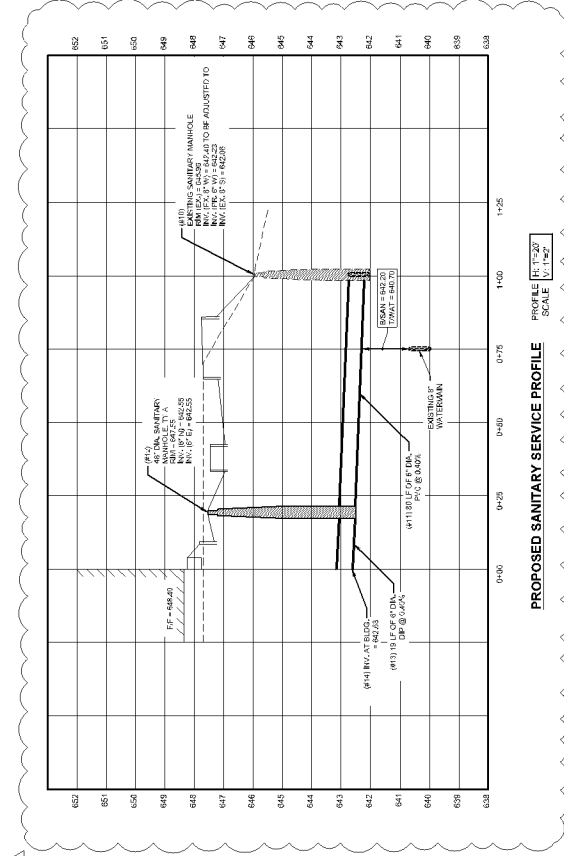
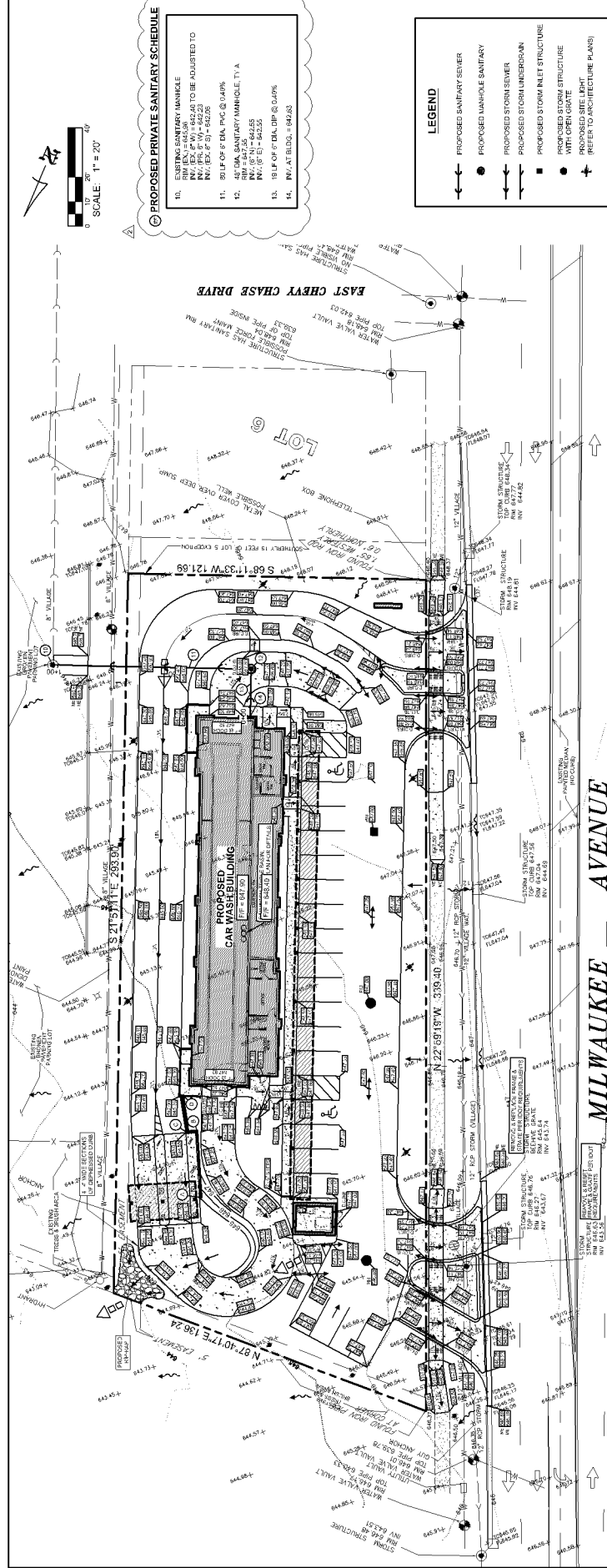


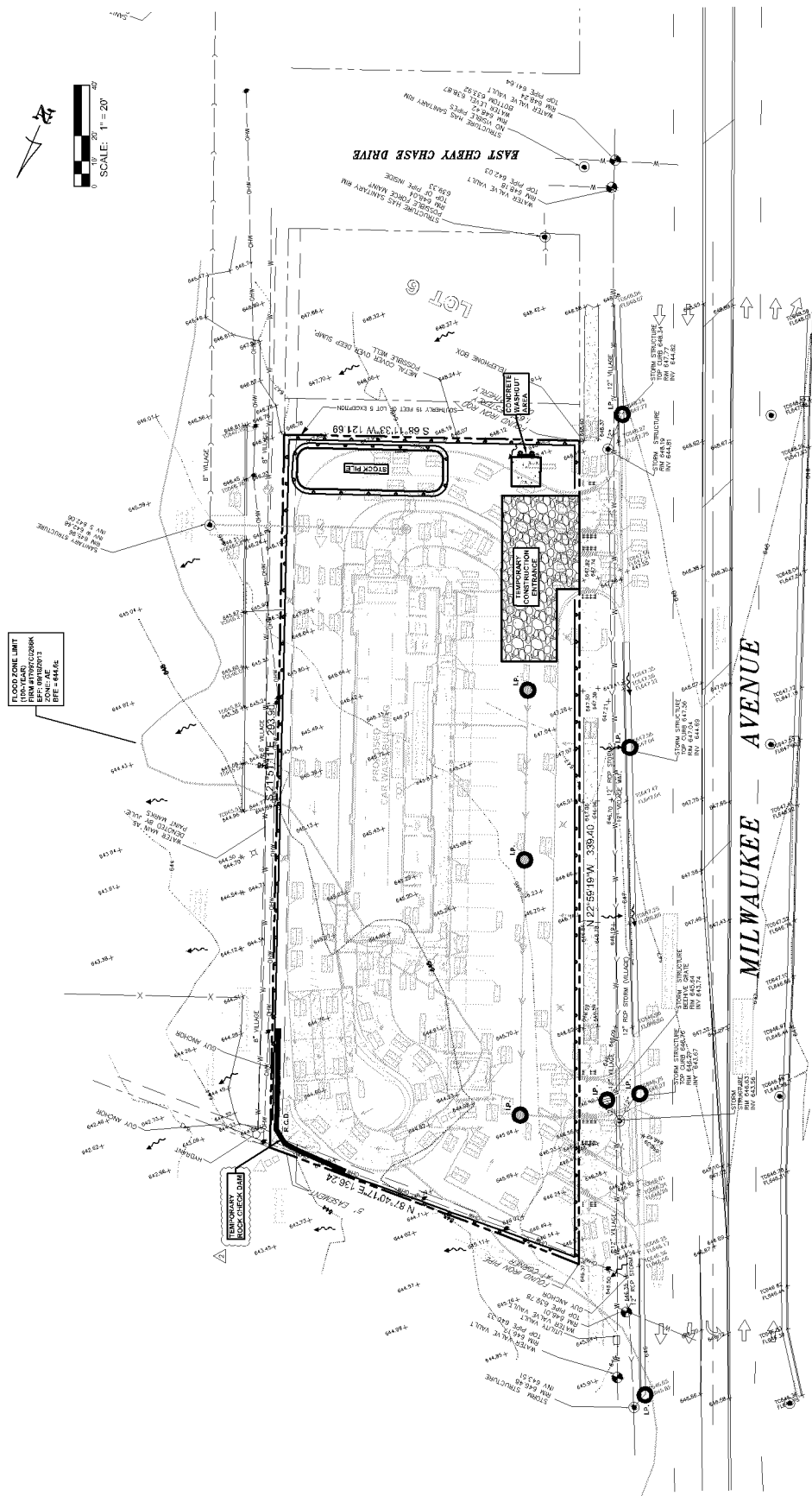
PROPOSED RETAINING WALL ELEVATION TABLE

A	T WALL = 645.50	B WALL = 645.00
B	T WALL = 647.70	C WALL = 645.10
C	T WALL = 647.00	B WALL = 646.05
D	T WALL = 647.60	B WALL = 646.70

	PROPOSED ELEVATION
	TOP OF PAVEMENT ELEVATION
	TOP OF CURB ELEVATION
	TOP OF FINISH ELEVATION
	EXISTING ELEVATION
	PROPOSED ELEVATION TO MATCH UNDERSIDE OF EAVE.
	EXTERIOR FLYOFF DIRECTION
	PROPOSED GROUND DRAINAGE (SLOPE DOWNWARD DIRECTION)
	PROPOSED STORM MANHOLE VENTI S.S.I.C.
	MANHOLES FORM RAIN WITH OPEN GRATE.
	PROPOSED STORM INLET WITH OPEN GRATE.
	PROPOSED FLARED END SECTION
	OVERLAPPED PATHS





[illegible]

NOTE

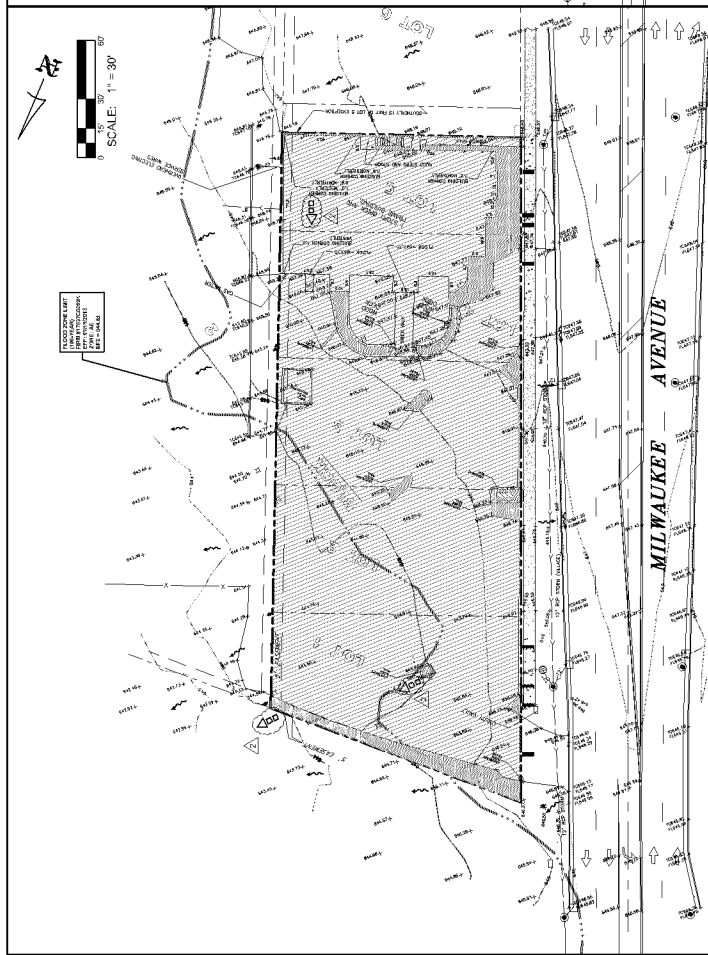
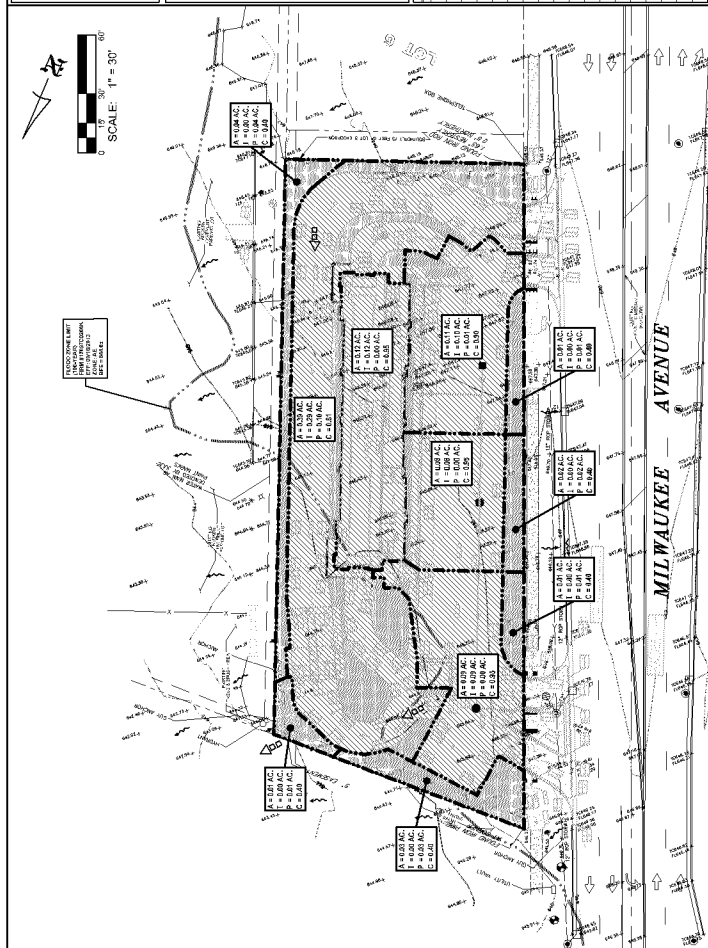
THIS STORM WATER POLLUTION PREVENTION PLAN & DETAIL SHEETS SHALL REMAIN "ON-SITE" DURING CONSTRUCTION IN AN AREA ACCESSIBLE BY SWPP3 INSPECTORS.

LEGEND

	SILT FENCE
	INLET PROTECTION
	ROCK CHECK DAM

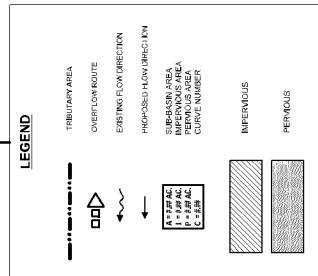
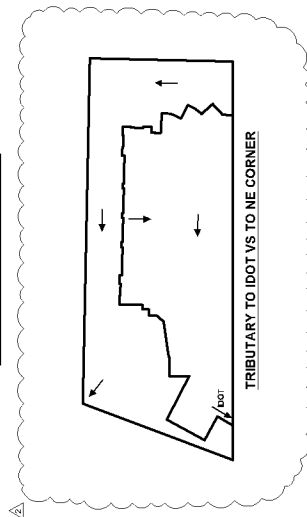
CONTRACTOR'S CERTIFICATION I certify under penalty of the law I have submitted this billing and invoice for payment to the correct payee and that the Billing System (BACS) permit that authorizes this item will not be distributed to the public. I certify that this contract is not identified as part of this certification.	Project or Site: _____ COMP: BUUFFALO GROVE _____ Project Design & Build _____ Operator Name: _____ Company Address: 1525 BUECHER AVENUE, SUITE 151, BUFFALO GROVE, IL 60089 _____ Contract Phone: (847) 297-4299 _____ Signature: _____ Printed Name: _____ Title: _____ Date: _____
--	---

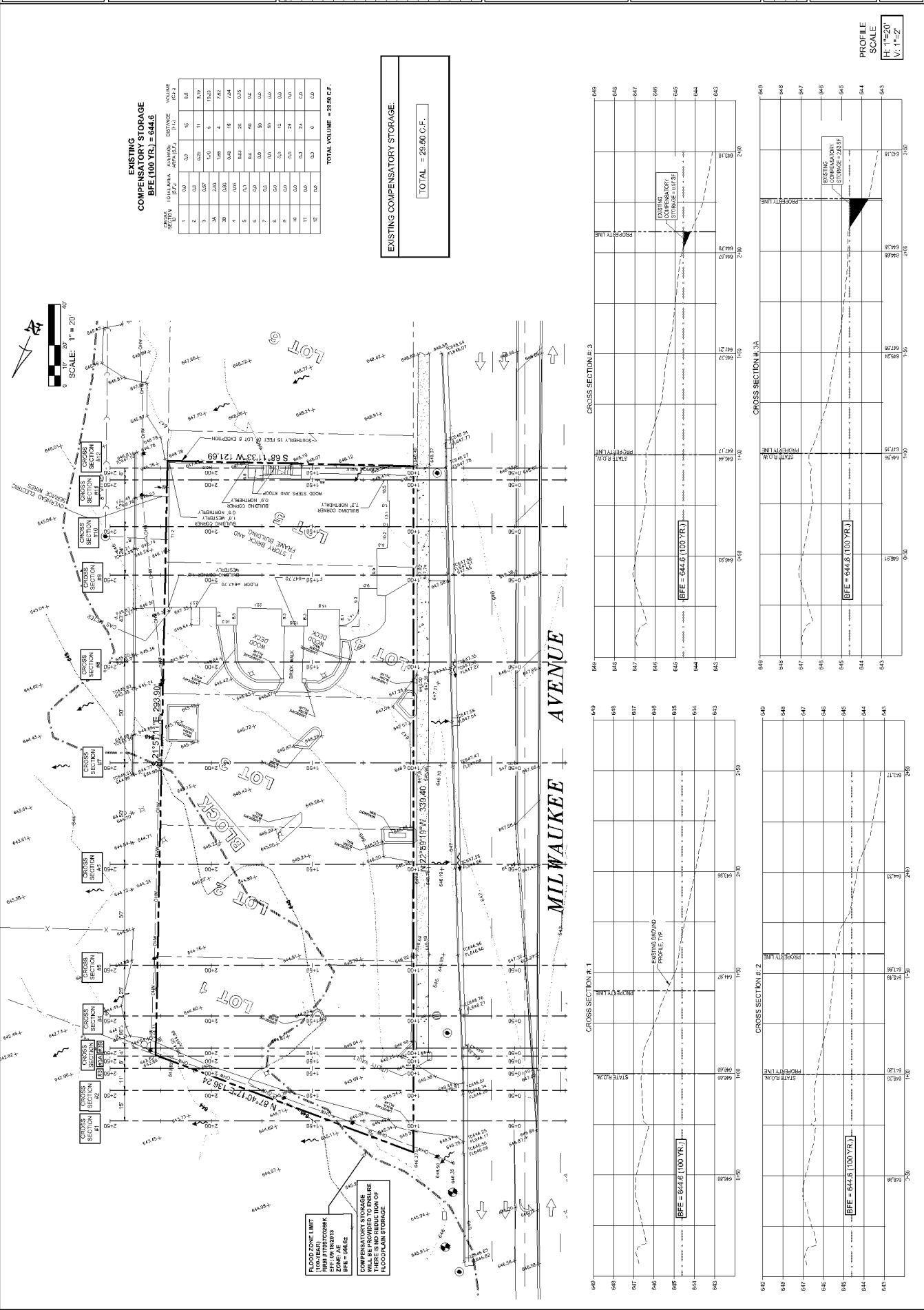
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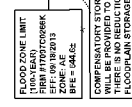
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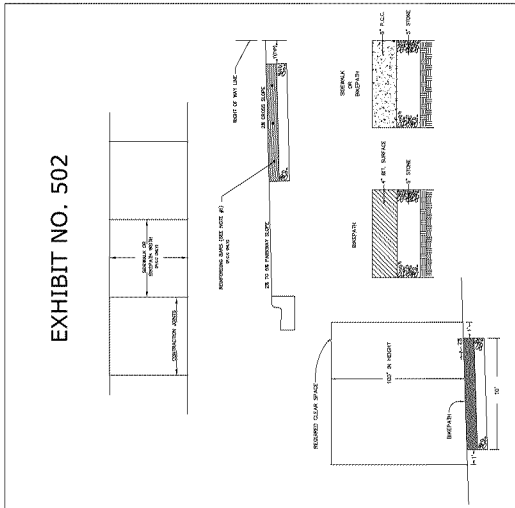
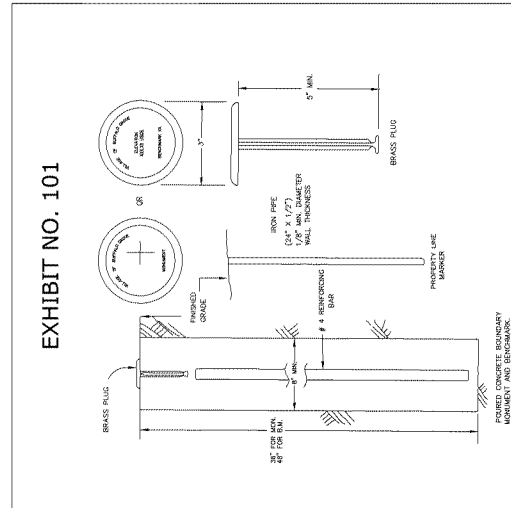
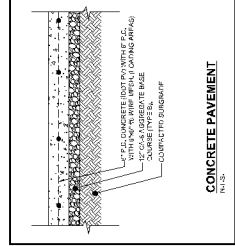
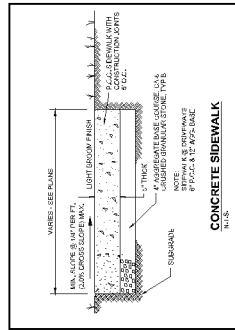
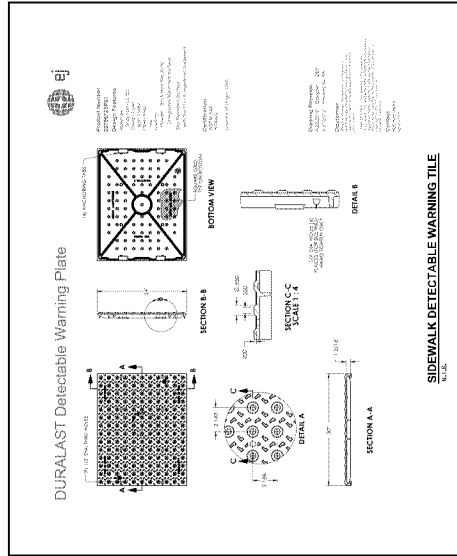
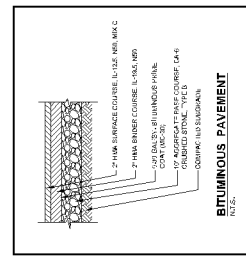
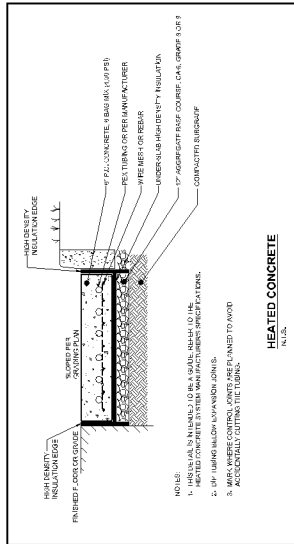
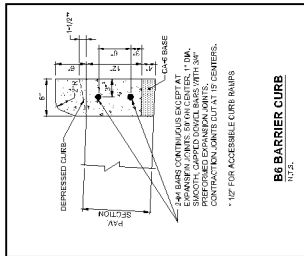
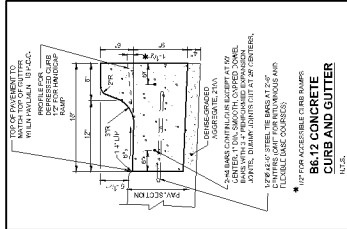
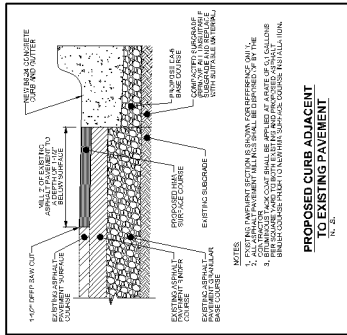
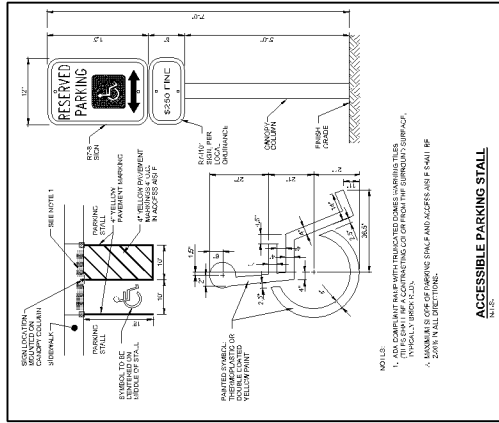
POST - DEVELOPMENT SITE

SITE DATA:	
TOTAL PROPERTY AREA	= 0.31 AC
DISTURBED AREA	= 0.31 AC
IMPERVIOUS AREA	= 0.58 AC (1.1, 54%)
PROPOSED PERVIOUS AREA	= 0.35 AC (38.48%)



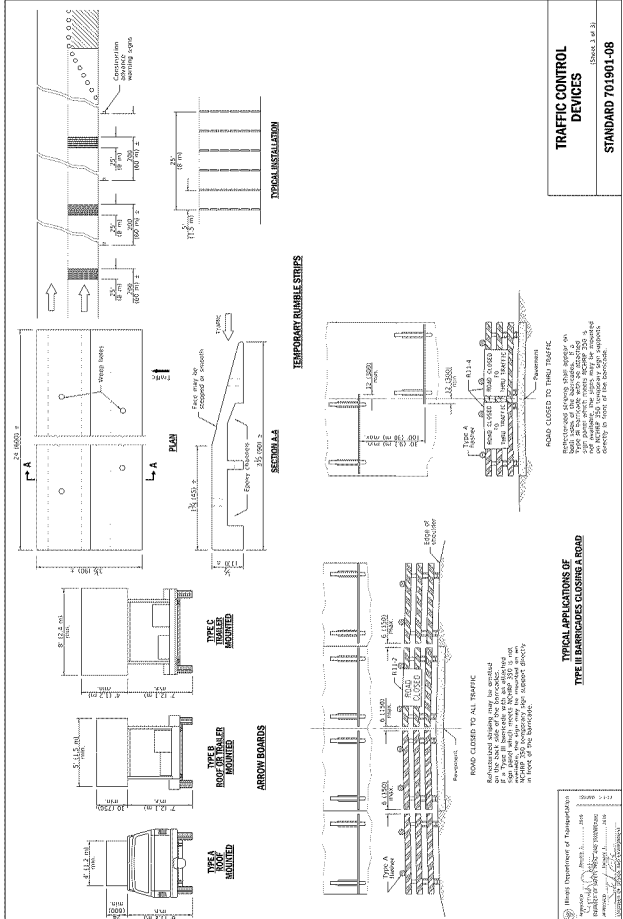
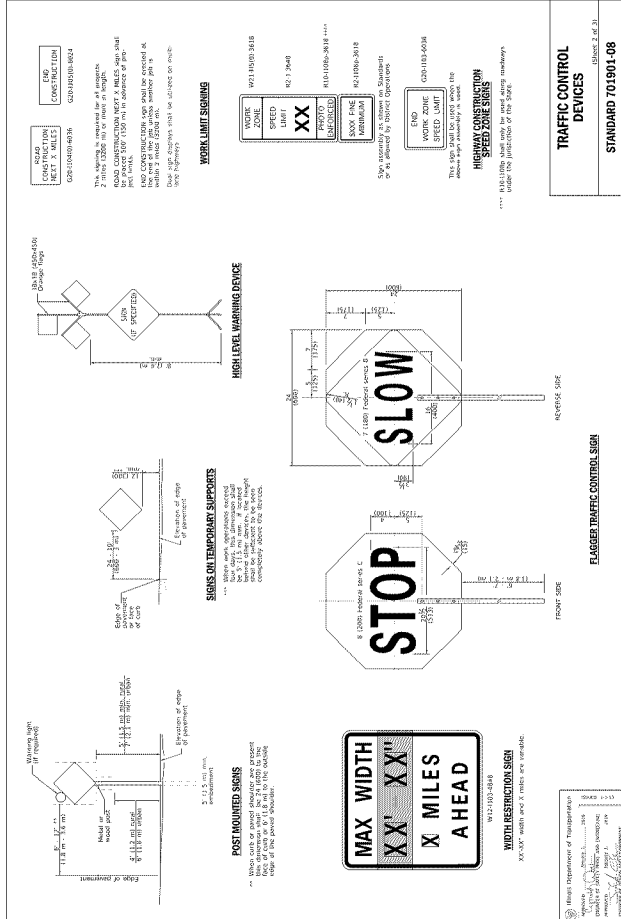
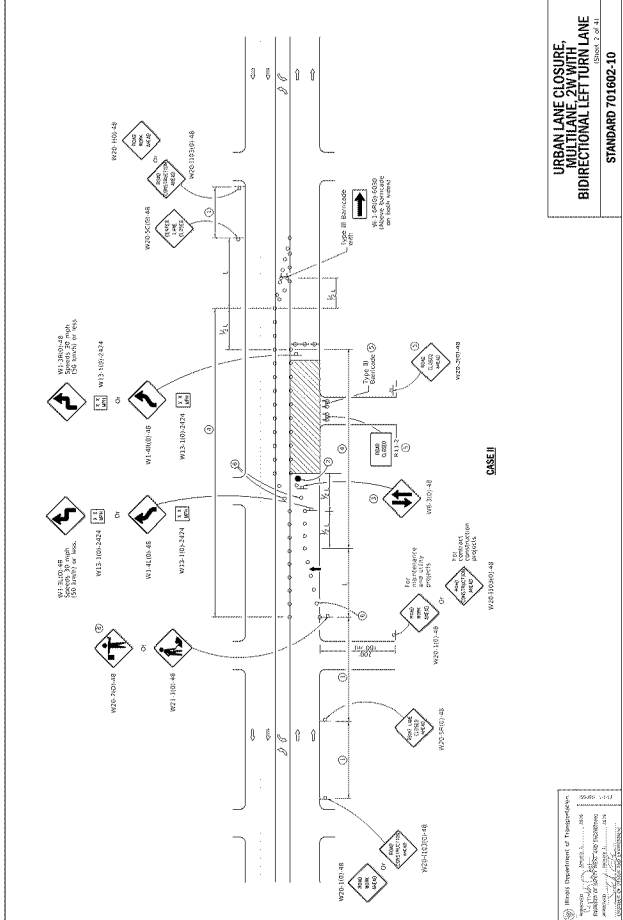
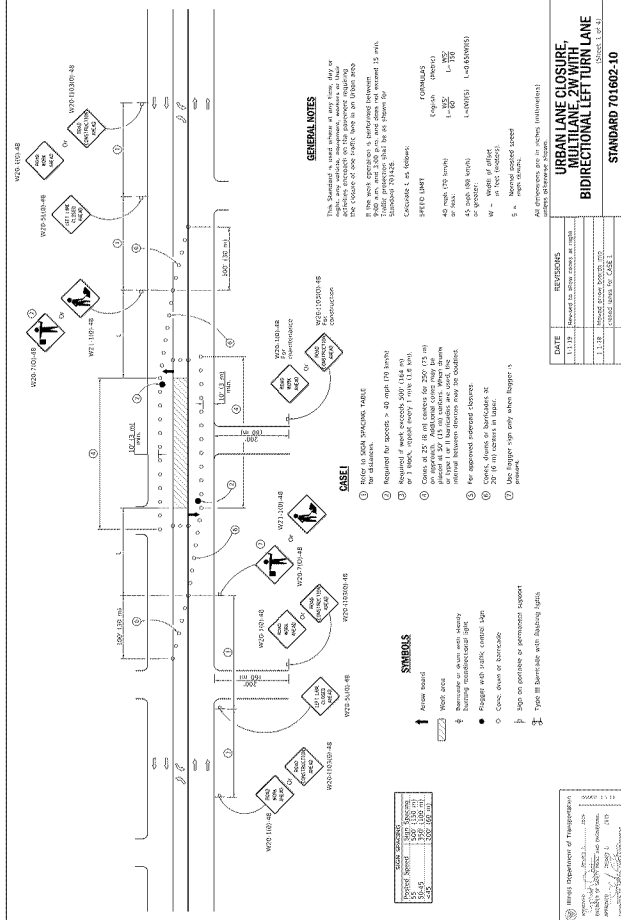
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[illegible]

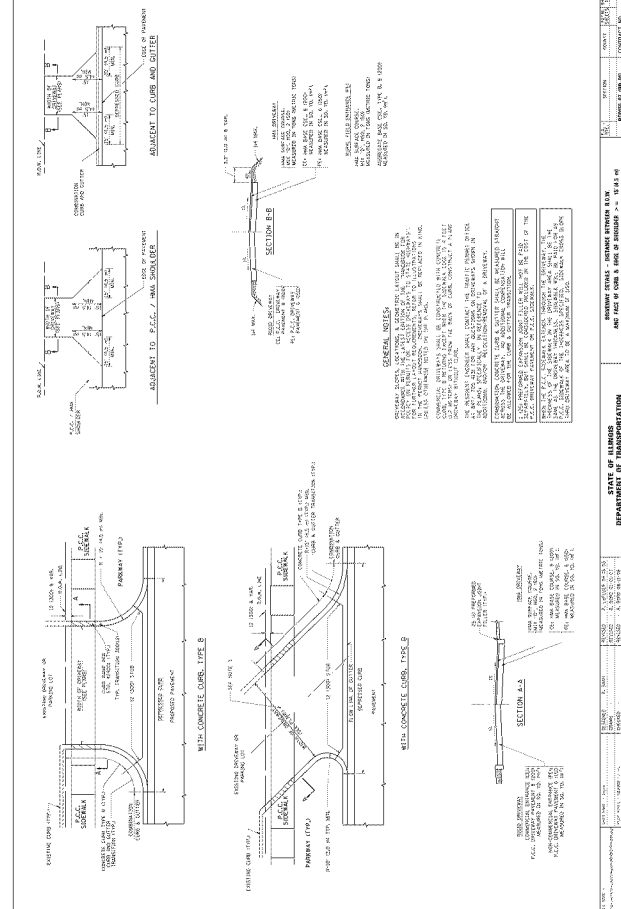
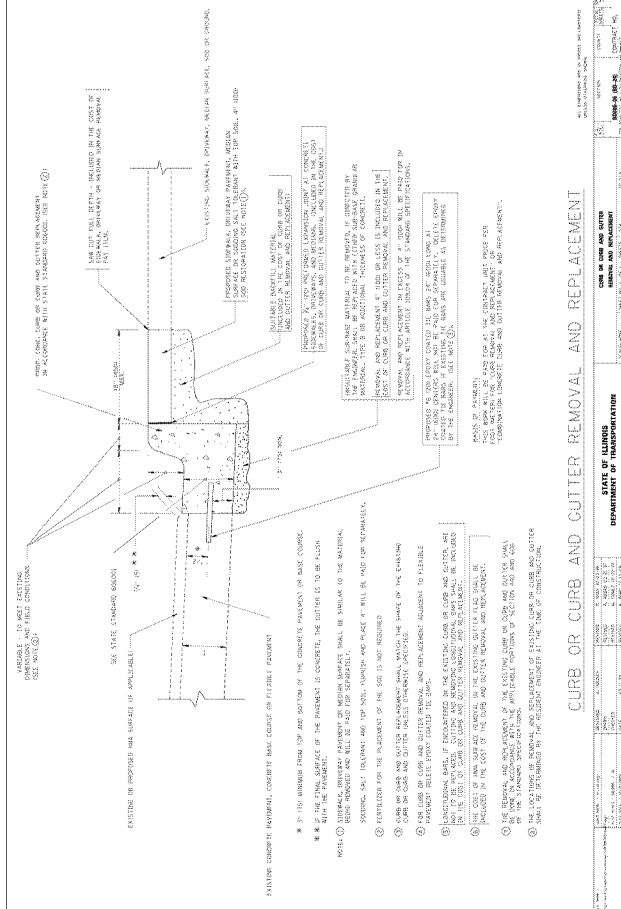
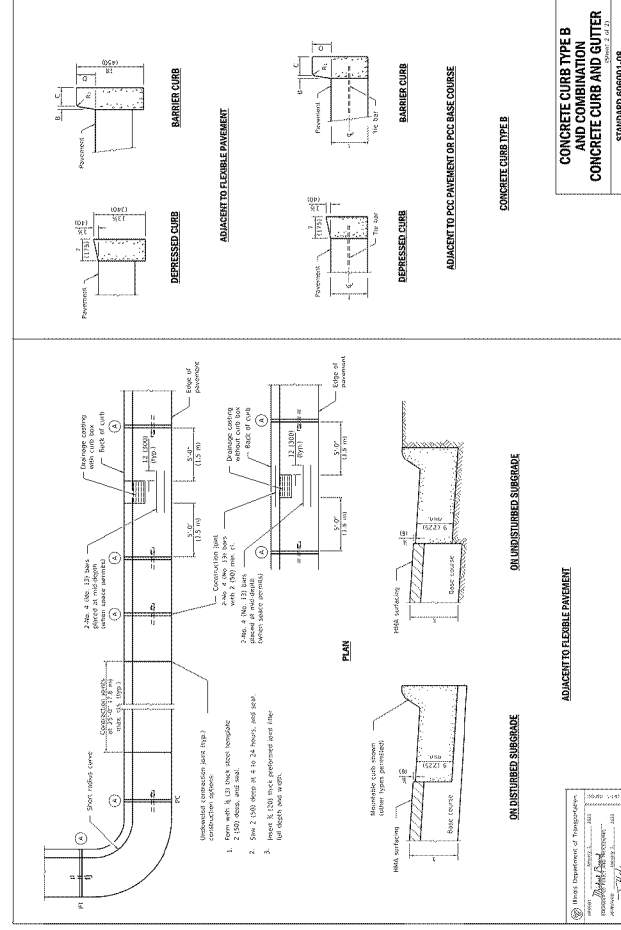
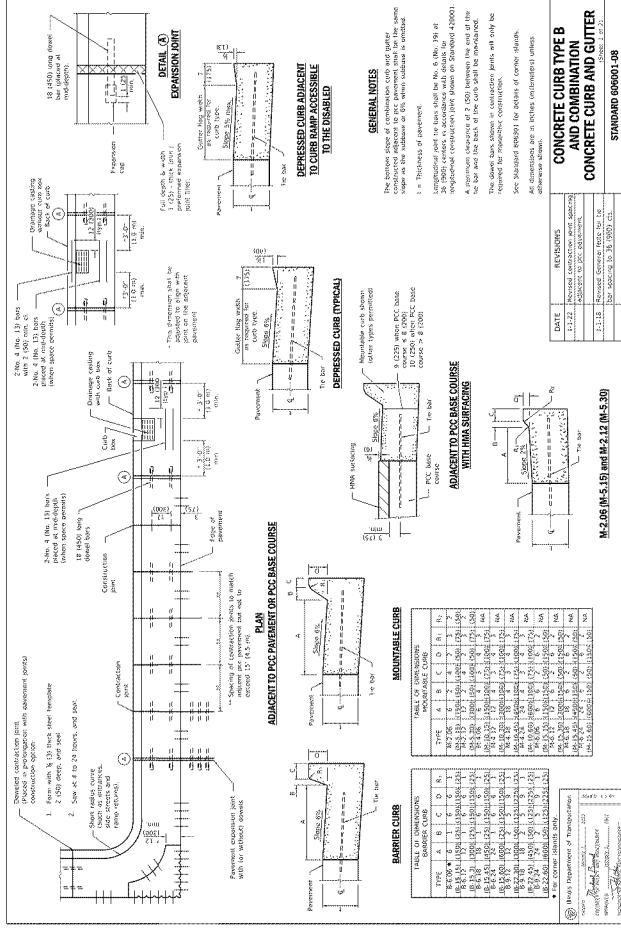
BIKEPATH & SIDEWALK DETAIL

- NOTE:
1. AT ALL TRENCH CROSSINGS, 3 - 10' X 3/4" REINFORCING BARS SHALL BE PLACED EQUALLY SPACED AND CENTERED OVER THE TRENCH.
 2. CONCRETE THICKNESS SHALL BE 6" AT ALL DRIVEWAYS AND TRENCH CROSSINGS.
 3. SET 3/4" EXPANSION JOINTS AT 50' MAX. SPACING INTERVALS.
 4. SIDEWALK WIDTH AS SHOWN ON PLANS.
 5. CURB RAMP(S) SHALL COMPLY WITH LATEST ACCESSIBILITY STANDARDS.

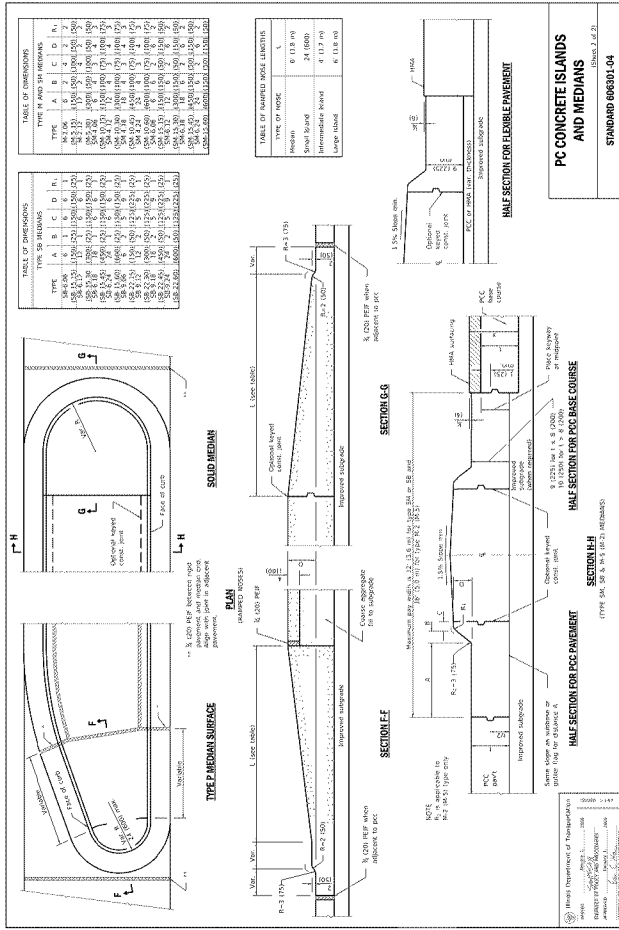
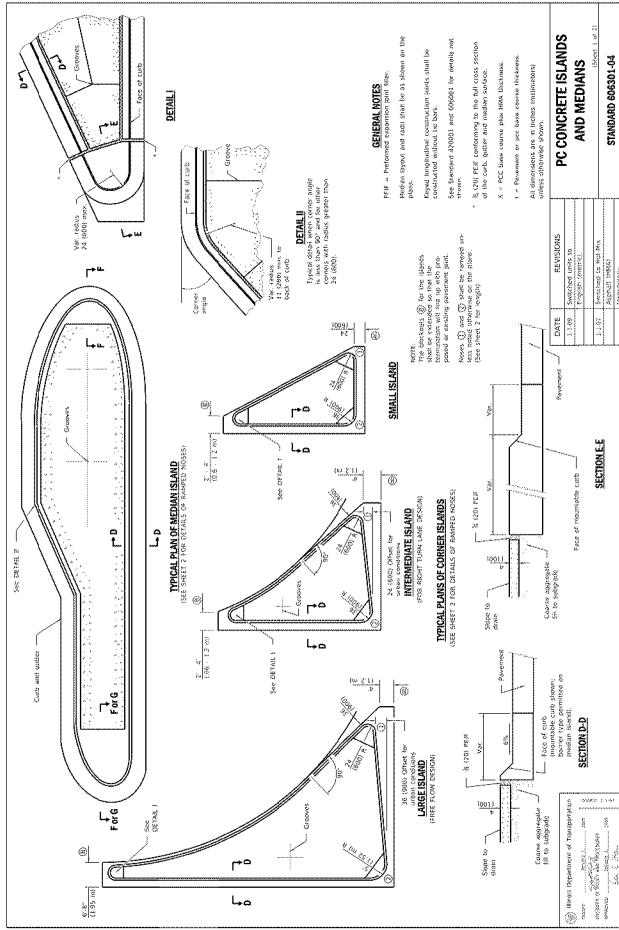
[illegible]

The diagram illustrates the traffic control for a bidirectional left-turn lane closure in an urban setting. It shows a multi-lane road with a central left-turn lane. The closure is indicated by a hatched area in the center. Traffic flow is shown with arrows. Various signs are placed along the road to warn of the closure and manage traffic. The signs include 'AHEAD WORK AHEAD' (W20-100-4B), 'ROAD NARROWING' (W20-100-4B), 'LANE CLOSURE AHEAD' (W20-100-4B), and 'ROAD NARROWING' (W20-100-4B). The diagram also shows a 'CASE III' label and a 'CASE III' label.

[illegible]



 CAR WASH PRO DESIGNERS	CONCRETE GROUP 600 Sussex Highway Park Ridge, IL 60068 Ph: 847/958-4400 Fax: 847/958-4401	ALLOCATION OF WORK <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>DOT 1607P/TA</td> <td>10-2-20</td> </tr> <tr> <td>2</td> <td>VALUATION REVIEW</td> <td>11-2-20</td> </tr> </tbody> </table>	No.	DESCRIPTION	DATE	1	DOT 1607P/TA	10-2-20	2	VALUATION REVIEW	11-2-20	FINAL ENGINEERING FOR SITE IMPROVEMENTS CAR WASH FACILITY 30 WILMINGTON AVE. BUFFALO GROVE, IL 60089	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REASON</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>08-17-20</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>08-17-20</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>08-17-20</td> <td></td> <td></td> </tr> </tbody> </table>	NO.	DATE	BY	REASON	1	08-17-20			2	08-17-20			3	08-17-20		
No.	DESCRIPTION	DATE																											
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ISSUED FOR																													
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BY																													
FOR																													
PROJECT																													
SHEET TOTAL																													
DOT DETAILS																													
SHEET NUMBER																													
C-18																													





Ordinance No. O-2022-107 : Update Title 10 Traffic Ordinance

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of a new stop sign as recommended by the Village Engineer.

ATTACHMENTS:

- Stop Sign Memo (DOCX)
- Ordinance stop sign Carriage Way (DOCX)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, October 17, 2022	
--------------------------	--

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: October 13, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Carriage Way at Mill Creek Drive Traffic Study

At the intersection of Carriage Way at Mill Creek Drive, there are currently no traffic control signs. Upon review of the intersection by the Village Engineer, this intersection does not have proper sight distances for a yield sign according to the Illinois Department of Transportation's (IDOT) Bureau of Local Roads and Streets Manual.

Therefore, a stop sign is recommended by the Village Engineer based on the engineering study of this location.

ORDINANCE NO. 2022 - _____

AN ORDINANCE AMENDING CHAPTER 10 OF THE
VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, The Village Engineer reviews certain traffic issues in order to promote safe and efficient traffic flow within the Village of Buffalo Grove; and,

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

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

Section 1: Section BG-11-1204(b) of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following under stop sign intersections as shown by the underlined text below as follows:

Mill Creek Subdivision

Mill Creek Drive

Radcliffe Road

Carriage WayMill Creek Drive

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Village President

ATTEST:

Village Clerk



Ordinance No. O-2022-108 : Ordinance Approving an Intergovernmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity Grant

Recommendation of Action

Staff recommends approval.

SUMMARY: The Village received a \$300,000 grant towards planned capital improvements at Water Reservoir #6. An Intergovernmental Agreement is required to be approved by the Village Board to receive the funds.

ATTACHMENTS:

- Memo approve IGA DCEO \$300k grant (DOCX)
- Ordinance approve DCEO \$300k grant(DOCX)
- 21-203395 Grant Agreement VBG (PDF)
- 21-203395 Uniform Grant Budget_ALL (PDF)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, October 17, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 11, 2022.

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: DCEO IGA for Capital Improvements at Water Reservoir 6

Recommendation

Staff recommends approval of the Intergovernmental Agreement for various planned improvements at Water Reservoir 6 with the Department of Commerce and Economic Opportunity.

Background Information

The Village received a \$300,000 grant towards various planned improvements at Water Reservoir 6 on Horatio Boulevard. An Inter-Governmental Agreement is required to be approved by the Village Board to receive the funds.

In 2019 staff submitted an extensive list of legislation priorities and the Village of Buffalo Grove was approved for \$1.45 million in grants with the Department of Commerce and Economic Opportunity (DCEO). These DCEO grants do not require a local match and the Village is reimbursed the costs once the paperwork is approved and the project is completed. The first step is that each grant is appropriated by elected officials and is included in a spending bill. This \$300,000 grant is the fourth to be appropriated. There are several rounds of paperwork for each grant and the final step is the approval of the attached IGA. Once executed by DCEO, the Village can begin construction work.

Staff Recommends approval of the grant agreement with the State of Illinois upon review and approval by the Village Attorney.

Attachment: Memo approve IGA DCEO \$300k grant (O-2022-108 : Approve IGA DCEO)

ORDINANCE 2022-_____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY RELATING TO A \$300,000 GRANT FOR CAPITAL IMPROVEMENTS TO WATER RESERVOIR 6 FOR 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 seeks to enter into an Intergovernmental Agreement with the State of Illinois and the Department of Commerce and Economic Opportunity relating to a \$300,000 grant for capital improvements to Water Reservoir 6 grant for the Village of Buffalo Grove.

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

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

SECTION 2. The Village President is authorized to enter into an Intergovernmental Agreement with the State of Illinois and the Department of Commerce and Economic Opportunity relating to a \$300,000 Reservoir 6 Capital Improvements grant for the Village of Buffalo Grove, pending attorney review.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2022
 APPROVED: _____, 2022

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Ordinance approve DCEO \$300k grant (O-2022-108 : Approve IGA DCEO)

GRANT AGREEMENT



BETWEEN

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

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and Village of Buffalo Grove (Grantee), with its principal office at 50 RAUPP BLVD, Buffalo Grove, IL 60089-2139, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **074402751** is Grantee's correct DUNS Number; VVRJU7823NY4 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and **362525051** is Grantee's correct 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	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

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.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$300,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. 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 420-00-1769 and the CSFA Name is Installation and/or Replacement of Utilities. The State Award Identification Number is 1769-32732.

1.4. Term. This Agreement shall be effective on **03/01/2022** and shall expire on **02/29/2024** (the "Term") unless terminated pursuant to this Agreement.

1.5. Certification. 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

Attachment: 21-203395 Grant Agreement VBG (O-2022-108 : Approve IGA DCEO)

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

VILLAGE OF BUFFALO GROVE

By: _____
Signature of Sylvia I. Garcia, Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Beverly Sussman

Printed Title: Village President

Date: _____

Printed Name: _____

Email: BSussman@vbg.org

Printed Title: _____

Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

Attachment: 21-203395 Grant Agreement VBG (O-2022-108 : Approve IGA DCEO)

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 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. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to 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 the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

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

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

“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 the 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.

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

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

“DUNS Number” 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.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor’s Office of Management and Budget.

“Grant” 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 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" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" 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 IV PAYMENT

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 the 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 shall 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 Section 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 the 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 the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed 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. Grantee agrees that Grantor shall 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 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 the 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. Grantee shall be paid 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 shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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 **PART TWO**, **PART THREE** or **Exhibit C**. 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 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 sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

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 shall be 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, Section 1001 and

Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall 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 will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. 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 shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall 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.

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 shall 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 the 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(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 Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall 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 of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% 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. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8. 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)(7)(i) and 30 ILCS 708/520, Grantee shall 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 should 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 entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall 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 Grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained 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.** Records of expenditures must be maintained 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 shall 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.

7.9. **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).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

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costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(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 1961 (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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(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), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(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

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debarment, 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) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall 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 Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, 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 Program 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.

(m) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **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 sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and

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respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, 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.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any 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.

11.3. 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 shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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.

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

11.6. 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall 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.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall 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, the 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 shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

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warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200.208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than 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 for this Agreement or Agreement termination. The format of this Close-out Report shall 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 will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall 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 of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be

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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)(1).

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and 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 period; where the accomplishments can be quantified, a computation of the cost; and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. 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.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.211.

ARTICLE XV AUDIT REQUIREMENTS

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and 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.

15.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees are required to 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 the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The 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 Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. **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 \$750,000 or more 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

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issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, 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 G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, 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 shall 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 Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "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 \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such 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 will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. 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)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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 Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. 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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. 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 shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. 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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) 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. 2 CFR 200.343.

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant 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 sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor 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 XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will 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 will provide any and 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. This ARTICLE XIX 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 XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used 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 the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. 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, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. 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 shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant 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. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the 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.

22.3. 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 which cost 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 200.317–200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are

obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within 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. The Grantee shall 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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable 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 for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to 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]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall 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, 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**.

24.2. 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 shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will 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 will be required to 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 shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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 entity. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. 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 Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. 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.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be 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.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall 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)).

26.12. 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 shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(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.

26.13. 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 shall control. 30 ILCS 708/80.

26.14. Headings. Article 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.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall

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be 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 shall be deemed original for all purposes.

26.17. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the 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 XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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Attachment: 21-203395 Grant Agreement VBG (O-2022-108 : Approve IGA DCEO)

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 E** within the term of this Agreement, as provided in paragraph 1.4, 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:

The Grantee is a governmental entity providing essential public services to residents of the Village of Buffalo Grove, IL.

Grant funds will cover a portion of the total costs associated with the design, renovations, and upgrades to the Pump House and Reservoir #6 located at 120 Horatio Blvd. in the Village of Buffalo Grove. The network and control upgrades are essential to maintain safe water supply and ensure adequate storage and pressure for emergencies. Grant funds will be used for the purchase, installation, and reconfiguration of vital components such as: pumps; meters; reservoir lining; and sealing that will help monitor and treat drinking water safely. Grant funds will also be used for to repair and replace concrete in the foundation and for a portion of the costs associated with the purchase and installation of an alarm system for added security. The current building/reservoir and equipment need more than basic maintenance to maintain the appropriate level of service to water customers.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Design/Engineering**- to include costs associated with engineering plans and specifications.
- **Wiring/Electrical** – to include costs associated with the purchase and installation of network and control upgrades and all related appurtenances.
- **Equipment/Materials/Labor** – to include costs associated with the purchase and installation of chlorine scales, booster pumps, reservoir lining, reservoir roof seal, and the rehabilitation and rebuilding of meters, meter pit, pumps, and all related appurtenances.
- **Paving/Concrete/Masonry** – to include costs associated with the replacement of building foundation and all related appurtenances.
- **Mechanical System** – to include costs associated with an alarm system and all related appurtenances.

The completion of this project will benefit the public by providing a reliable water supply and ability to maintain the system under appropriate operating conditions.

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**PAYMENT**

Grantee shall receive \$300,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above 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.

EXHIBIT D**CONTACT INFORMATION****CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of the change of address. In the event that Grantor's contact information changes, Grantor shall notify the Grantee of the change.

GRANTOR CONTACT

Name: Brie-Anna Andrew
 Title: Grant Manager
 Address: 500 E Monroe St
 Springfield, IL 62701
 Phone: 217-785-9967
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: BrieAnna.L.Andrew@illinois.gov

GRANTEE CONTACT

Name: Darren Monico
 Title: Village Engineer
 Address: 50 RAUPP BLVD
 Buffalo Grove, IL 60089-2139
 Phone: 847-459-2523
 TTY#: N/A
 Fax#: N/A
 Email Address: dmonico@vbg.org
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: Andrea Larson
 Authorized Designee Title: Engineer
 Authorized Designee Phone: 847-808-2643
 Authorized Designee Email: ALarson@vbg.org

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Darren Monico
 Authorized Designee Title: Village Engineer
 Authorized Designee Phone: 847-459-2523
 Authorized Designee Email: dmonico@vbg.org

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Boaz Harriott
 Email: Boaz.V.Harriott@illinois.gov
 Phone: 217-782-9972
 Fax#: N/A

Address: 500 E Monroe St
 Springfield, IL 62701

EXHIBIT E**PERFORMANCE MEASURES**

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?

EXHIBIT F**PERFORMANCE STANDARDS**

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 G**SPECIFIC CONDITIONS**

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

ICQ Section: 03 - Financial and Regulatory Reporting (2 CFR 200.327)
 Conditions: Requires more detailed reporting;
 Timeframe: One year.

ICQ Section: 05 - Cost Principles (2 CFR 200.400)
 Conditions: Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;
 Timeframe: One year from the implementation of additional controls.

ICQ Section: 08 - Property Standards (2 CFR 200.310 - 316)
 Conditions: Requires additional prior approvals;
 Timeframe: One year from the implementation of corrective action.

ICQ Section: 11 - Fraud, Waste and Abuse
 Conditions: Requires technical assistance including required training;
 Timeframe: One year after implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. 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 herein in paragraph 1.6 or **Exhibit D**. 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 D**. Without such 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 D**. If an Authorized Designee(s) appears on **Exhibit D**, please 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 XXVIII ADDITIONAL AUDIT PROVISIONS

28.1. 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 XXIX ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, 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 shall 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 shall 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 XXX
ADDITIONAL INTEREST PROVISIONS

30.1. 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 33.2 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 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII 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)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.1 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary 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 vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. 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 shall 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

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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 sub-paragraph (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 paragraph 32.1(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 XVI herein and any applicable rules.

ARTICLE XXXIII

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

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI 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.

33.2. Grant Refunds. 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 said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee 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

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recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall 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.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all 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.

33.5. Billing Schedule. 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 **PART THREE** or **Exhibit C**. 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 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. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. 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 shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. 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 34.1 and 34.3, 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 proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall 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 E**).

34.3. 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.

34.4. 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 grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms 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 section.

34.5. 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 E**) 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 XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. 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.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. 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 shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. 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 Exhibit C 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.

36.3. 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.

ARTICLE XXXVII APPLICABLE STATUTES

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

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall 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.

37.3. 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 shall 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).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 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 a total of twelve (12) workweeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 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.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. 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.

37.6. Steel Products Procurement Act (30 ILCS 565 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

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manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. 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.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *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 shall 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 shall 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 shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(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. Such safeguards shall 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 shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by 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

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Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 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 37.8, 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 XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept 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.

38.2. 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 (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX 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.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall 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 Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. 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. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement 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.**

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

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Attachment: 21-203395 Grant Agreement VBG (O-2022-108 : Approve IGA DCEO)

PART THREE – THE PROJECT-SPECIFIC TERMS

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

**ARTICLE XL
REPORT DELIVERABLE SCHEDULE**

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

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

November 2022

- Monthly Periodic Financial Report (11/30/2022) - Covering Period of 03/01/2022 - 10/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2022) - Covering Period of 03/01/2022 - 10/31/2022; Send To: Grant Manager

December 2022

- Monthly Periodic Financial Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager

January 2023

- Monthly Periodic Financial Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager

March 2023

- Monthly Periodic Financial Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager

May 2023

- Monthly Periodic Financial Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (05/30/2023) - Covering Period of 04/01/2023 - 04/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (05/30/2023) - Covering Period of 04/01/2023 - 04/30/2023; Send To: Grant Manager

June 2023

- Monthly Periodic Financial Report (06/30/2023) - Covering Period of 05/01/2023 - 05/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (06/30/2023) - Covering Period of 05/01/2023 - 05/31/2023; Send To: Grant Manager

July 2023

- Monthly Periodic Financial Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager

August 2023

- Monthly Periodic Financial Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager

October 2023

- Monthly Periodic Financial Report (10/02/2023) - Covering Period of 08/01/2023 - 08/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (10/02/2023) - Covering Period of 08/01/2023 - 08/31/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (10/30/2023) - Covering Period of 09/01/2023 - 09/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (10/30/2023) - Covering Period of 09/01/2023 - 09/30/2023; Send To: Grant Manager

November 2023

- Monthly Periodic Financial Report (11/30/2023) - Covering Period of 10/01/2023 - 10/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2023) - Covering Period of 10/01/2023 - 10/31/2023; Send To: Grant Manager

January 2024

- Monthly Periodic Financial Report (01/01/2024) - Covering Period of 11/01/2023 - 11/30/2023; Send To: Grant Manager

- Monthly Periodic Performance Report (01/01/2024) - Covering Period of 11/01/2023 - 11/30/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (01/30/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager

March 2024

- Monthly Periodic Financial Report (03/01/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (03/01/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager

April 2024

- Monthly Periodic Financial Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/01/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- End of grant Closeout Financial Report (04/15/2024) - Covering Period of 03/01/2022 - 02/29/2024; Send To: Grant Manager
- End of grant Closeout Performance Report (04/15/2024) - Covering Period of 03/01/2022 - 02/29/2024; Send To: Grant Manager

40.4. 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 26.5 and Article XXXIV, 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 XIII, XIV, XV and XL 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 XLI GRANT-SPECIFIC TERMS/CONDITIONS

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

41.2. 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 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. 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	_____	_____
<u> X </u>	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 Exhibit C 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 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. 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.

41.4. 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.

41.5. 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. 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.

41.6. 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.

41.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. 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 grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor’s regularly employed non-resident executive and technical experts.

ARTICLE XLII BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity

State FY: 2023

Grantee: Village of Buffalo Grove

DUNS Number: 74402751

NOFO Number:

Grant Number: 21-203395

CSFA Description:

CSFA Number:

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested

\$300,000.00

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	\$300,000.00	
1205 DESIGN/ENGINEERING		\$30,000.00
1215 WIRING/ELECTRICAL		\$91,800.00
1217 EQUIPMENT/MATERIAL/LABOR		\$16,200.00
1219 PAVING/CONCRETE/MASONRY		\$3,375.00
1223 MECHANICAL SYSTEMS		\$6,750.00
1233 OTHER CONSTRUCTION EXPENSES		\$151,875.00
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)	\$300,000.00	\$300,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$300,000.00	\$300,000.00

Grantee: Village of Buffalo Grove

NOFO Number:

0

Grant Number:

21-203395

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 organization 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 10% modified for 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 Negotiated 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, Appendix 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 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 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.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

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: 21-203395

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:	<u>Village of Buffalo Grove</u>	Institution/Organization:	<u>Village of Buffalo Grove</u>
Signature:	<u></u>	Signature:	<u></u>
Printed Name:	<u>Beverly Sussman</u>	Printed Name:	<u>Chris Black</u>
Title:	<u>Village President</u>	Title:	<u>Director of Finance</u>
Phone:	<u>847-459-2500</u>	Phone:	<u>847-459-2500</u>
Date:	<u></u>	Date:	<u></u>

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.



Ordinance No. O-2022-109 : Award of Bid Fire Station 27 Apparatus Bay Resurfacing & Coating

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Tiles in Style, LLC for the Fire Station 27 Apparatus Bay Resurfacing & Coating project in an amount not to exceed \$63,664.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Fire Station 27 Floor Memo (DOCX)
- Fire Station 27 Floor Ordinance (DOCX)
- Final Bidtab (PDF)

Trustee Liaison

Pike

Staff Contact

Tom C. Wisniewski, Village Board

Monday, October 17, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: October 13, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Fire Station 27 Apparatus Bay Resurfacing and Coating

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Tiles in Style, LLC for the Fire Station 27 Apparatus Bay Resurfacing and Coating project in an amount not to exceed \$63,664.00 pending final review and approval of the contract by the Village Attorney.

Background

Staff led a bid for the Fire Station 27 Apparatus Bay Resurfacing and Coating project. This work includes but is not limited to removal of the existing floor coating, sealing all cracks & joints, and applying a new floor coating to manufactures specs. Bids were opened on September 21, 2022, and staff received two bids from the following companies: Continental Construction Company and Tiles in Style, LLC . A copy of the bid tab is attached for reference.

Tiles in Style, LLC is the lowest responsive and responsible bidder. The lowest bidder, Tiles in Style, has performed work for the Village in the past and staff was satisfied with their performance on that project. Staff recommends an award of bid to the lowest responsive and responsible bidder Tiles in Style, LLC.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH TILES IN STYLE LLC, FOR THE FIRE STATION 27 APPARATUS BAY RESURFACING AND COATING PROJECT

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Tiles in Style, LLC at a price not to exceed \$63,664.00 pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Village of Buffalo Grove
Public Works Department

2022 Apparatus Bay Resurfacing and Coating Project

Tabulation

Bid Opening: September 21, 2022

	Continental Construction Co 1919 Greenwood St Evanston, IL 60201	Tiles in Style LLC 16940 Vincennes Ave South Holland, IL 60473
Bid Bond:	Yes	Yes
Signed Public Contract Statement	Yes	Yes
1.a. Removal of Existing Flooring	\$16,000.00	\$15,136.00
1.b. Crack & Expansion Joint	\$6,000.00	\$2,160.00
2.a. Floor Primer/Sealant	\$16,000.00	\$6,496.00
2.b. Floor Coating	\$42,240.00	\$26,880.00
2.c. Floor Topcoat Sealant	\$19,200.00	\$12,992.00
TOTAL COST	\$99,440.00	\$63,664.00

Attachment: Final Bidtab (O-2022-109 : Award of Bid Fire Station 27 Apparatus Bay Resurfacing & Coating)



Ordinance No. O-2022-110 : Fire Station 25 Phase 1 Architectural Agreement

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests that the Village Board authorize the Village Manager to execute an agreement with FGM Architects for the completion of the Fire Station 25 Phase 1 architectural services in an amount not to exceed \$28,000, pending review and approval by the Village Attorney.

ATTACHMENTS:

- Sta 25 Arch Services Phase 1 (DOCX)
- Ordinance Authorizing Agreement with FGM Architects, Inc. (PDF)
- FGM Phase 1 Proposal (PDF)

Trustee Liaison

Pike

Staff Contact

Mike Baker, Fire

Monday, October 17, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 13, 2022

TO: Dane C. Bragg, Village Manager

FROM: Mike Baker, Fire Chief/EMA Director
Tom Wisniewski, Buyer

SUBJECT: Fire Station 25 Redevelopment - Architectural and Engineering Services

Staff Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with FGM Architects, Inc. for Phase 1 – Preliminary Design Architectural and Engineering Services in an amount not to exceed \$28,000.00 pending review and approval by the Village attorney.

Overview

In May 2022, the Village advertised for Architectural Services for the Fire Station 25 Redevelopment through a Qualifications Based Selection (QBS) process. Staff received and reviewed proposals from nine different firms. After a thorough review of the proposals, the top three finalists toured the facility on Dundee Road and were then invited for interviews. Following the interview process, staff chose FGM Architects, Inc. who recommended a fee structure for the completion of Phase 1 – Preliminary Design.

The Phase 1 – Preliminary Design is arguably the most important portion of the project. This phase defines the project scope, provides site plans based on multiple construction options, designs alternative floor plans to meet the identified space needs, and finally produces a project plan with an estimated budget and construction schedule. During this phase of work, FGM Architects, Inc. will work extensively with the Village and Fire Department staff. The fixed fee for Professional Architectural and Engineering Services is \$20,500. As a separate item, staff also recommends that geotechnical soil boring be completed to assess the undeveloped portion of the Fire Sta 25 property at a cost of \$7,500 for a total cost of \$28,000.

Fee Schedule	
Professional Architectural and Engineering Services:	\$20,500.00
Geotechnical Soil Borings:	\$7,500
Total Phase 1 – Preliminary Design:	\$28,000

Upon satisfactory completion of Phase 1 – Preliminary Design, Village and Fire Department staff will review the options presented by FGM Architects, weighing the budgetary needs of each option, assessing the phased scheduling of construction and potential civil engineering services that will be needed. Of special importance, will be the potential impact on the provision of life safety services while construction is being completed, the continuity of operations of the fire department and costs associated with any relocation of personnel and apparatus.

Once the review of Phase 1 is completed and the best construction option is selected, the Village will negotiate a final fixed fee percentage with FGM Architects, Inc. for the completion of Phase 2 – Building Design and Construction. Should the Village not be able to reach a final fixed fee percentage agreement with FGM Architects, Inc., negotiations will be initiated with the next most responsive architectural firm, Wold Architects. The results of the final fee negotiation will be brought before the Village board for approval.

ORDINANCE 2022-_____
AN ORDINANCE AUTHORIZING AN AGREEMENT WITH
FGM ARCHITECTS, INC. RELATING TO FIRE STATION 25 PHASE I
ARCHITECTURAL SERVICES 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 seeks to enter into an Agreement with FGM Architects, Inc. relating to Fire Station 25 Phase I Architectural Services within the Village of Buffalo Grove.

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

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

SECTION 2. The Village President is authorized to enter into an Agreement with FGM Architects, Inc. in an amount not to exceed \$28,000.00 relating to a Fire Station 25 Phase I Architectural Services within the Village of Buffalo Grove, pending attorney review.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2022
 APPROVED: _____, 2022

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

F:\PTBrankin\Buffalo Grove, Village\Ordinances\Ordinance Authorizing Agreement with FGM Architects, Inc..docx

FGMARCHITECTS

August 3, 2022

Tom Wisniewski – Buyer
Village of Buffalo Grove
 50 Raupp Blvd
 Buffalo Grove, Illinois 60089
 Sent via email: TCWisniewski@vbg.org

Re: Architectural Services for Fire Station No 25
 FGMA# M4-3944.00
 Fee Proposal - Revised

Dear Mr. Wisniewski:

Thank you for selecting FGM Architects to work with the Village on their Fire Stations No 25 project. As discussed, we would like to split the project up into phases, with a phase 1 to help determine and develop the scope of the project, along with budgets, to present to the Village and Department and get support and approval for the project's parameters. We would then enter into phase 2 which would be the execution (design and construction) of the chosen solution.

On the following pages, please find our understanding of our discussion we have had regarding the first phase of the project, and its components and the associated fee to complete the work.

Thank you again for having confidence in FGMA as a partner with the Village with this project. We are extremely excited to be working with the Village and the Fire Department. If you have any questions or need further information, feel free to contact me directly at 630.574.8714 or jasone@fgmarchitects.com.

Sincerely,
FGM Architects Inc.


 Jason Estes, AIA
 Principal


 Andy Jasek, AIA
 Managing Director; Director of Fire Service

Attachment: FGM Phase 1 Proposal (O-2022-110 : Fire Station 25 Phase 1 Architectural Agreement)

FGMARCHITECTS

1.0 UNDERSTANDING OF PROJECT

The Village of Buffalo Grove and the Buffalo Grove Fire Department, hereinafter referred to as the Owner, is looking to address their Fire Stations No 25. While it is known that the Station will remain on the existing site, it is not clear if the project will involve additions and renovations or be a complete replacement of the existing facility.

To properly provide a fee for Architectural/ Engineering services on the project, the FGMA suggested to the Village to proceed with design services from FGM Architects completing a phase 1 study to determine the best approach to the project. This would involve developing the appropriate size of the Station, site layout, and rough floor plan, along with the associated costs for the Fire Station project.

FGM Architects will take into consideration current and future needs of the Department and Village, and anticipating a 50-75-year building. Phasing of the construction will also be taken into consideration, and properly represented in the diagrams and budget. Along with accommodating the building, storm detention requirements, parking, site access, emergency discharge, and buildability impacts will be evaluated by our Civil engineer to mitigate risk and allow for proper budgeting.

This Phase 1 process will allow the project to be presented to the Village and Department for comment and review. Once approved, Phase 2 will involve taking the selected design option into the next steps of design development, construction documentation, bidding, and construction. The fees for Phase 2 will be determined based on the findings in Phase 1, so those fees will need to be reviewed and approved as a subsequent amendment to the Owner-Architect contract at that time.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects, Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional services for the project:

2.1. Phase I - Preliminary Design Tasks:

Kick Off information gathering - brainstorming

2.1.1 Kick-off Meeting

- .1 Develop project goals and review project requirements
- .2 Information gathering on Station 25
- .3 Brainstorming session on feasible options

2.1.2 Confirm/ adjust an architectural space program for Fire Station 25, that describes the types and sizes of spaces to be located within each facility.

2.1.3 Develop multiple site plans for Fire Station 25 that will illustrate the placement of the facility on the site, along with all surrounding improvements to be incorporated.

- .1 Investigate and account for storm water requirements, site balancing, site access, and other site conditions that would affect budget or feasibility of options.
- .2 Depending upon Option, complete preliminary geotechnical soil borings on each proposed site to thoroughly evaluate cost impacts on the projects. IF REQUIRED

FGMARCHITECTS

- 2.1.4 Develop multiple rough floor plans that will illustrate the options for the Station.
- 2.1.5 Develop a project budget for the completed work for each Option. Project budgets will include estimated costs for each of the following:
 - Square foot construction/renovation costs
 - o If applicable, costs will include options for varying improvements in energy efficiency, green initiatives, and building maintenance that are reasonable for this type of facility.
 - Architectural/ Engineering costs
 - Estimated soft costs (furniture, fixtures, equipment, permit fees, etc.)
 - Projected inflation costs
- 2.1.6 Meet with Owner to review the deliverables of Phase 1 and receive comments.
- 2.1.7 Incorporate Owner's comments and present final Phase 1 deliverables to Village and Department.
- 2.1.8 Once Phase 1 is approved, Phase 2 will involve taking one of the Options for Station 25 into the next steps of design development, construction documentation, bidding, and construction. The fees for Phase 2 are subject to findings in Phase 1, so those fees will need to be reviewed and approved as a subsequent amendment to the Owner-Architect contract at that time.
- 2.2 Additional Required Information
 - 2.2.1 The following items will be needed in order to complete this Programming & Conceptual Planning conducted by FGMA, but are to be provided by the Owner:
 - Provide any additional site information, including initial diagrams or plats of survey, etc. available.
- 2.3 Consultants

FGMA intends to utilize our Civil Engineer in Phase 1 for the site evaluation. In addition, we will be coordinating geotechnical borings as part of Phase 1, if required. FGMA does not intend to retain the services of any additional consultants for the work described above.
- Schedule
- 2.4 FGMA expects this work to take approximately 2 to 3 months to complete Phase 1 study, subject to the availability of all parties to meet and the necessary time for the Owner to review and comment.
- ARCHITECT'S COMPENSATION**
- 3.0 The Village of Buffalo Grove shall compensate FGM Architects for Phase 1 of Fire Station 25 as follows:
 - Phase 1 Station 25:
 - 3.1 For all professional services as described in Paragraph 2 we propose a **Total Lump Sum Fee, of \$20,500.00**, and an additional \$7,500.00 allowance for geotechnical borings, if required.



Ordinance No. O-2022-111 : Liquor License Reservation- Ricky Rockets at 700 Lake Cook Road

Recommendation of Action

Staff recommends approval.

SUMMARY: Class C and E liquor licenses are reserved for Ricky Rockets at 700 Lake Cook Road. This reservation is subject to the applicant completing Village requirements for said license on or before January 16, 2023.

ATTACHMENTS:

- Ordinance - Class C E - Reserve Ricky Rockets (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, October 17, 2022

Underlined = addition

~~Strikethroughs~~ = deletion

10/10/2022

ORDINANCE NO. 2022 -

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 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

5.20.72 Licenses authorized.

Subsection C. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection C. of Section 5.20.072 shall provide as follows.

	Licensee and d/b/a	Address
Class C.		
1.	American Drug Stores, Inc. d/b/a Osco	79 McHenry Road
2.	Al & Al Cellar, Inc. d/b/a Al & Al Liquor	1407 W. Dundee Road
3.	Seoul Supermarket, Inc.	1204 Dundee Road
4.	Highland Park CVS, LLC	20 E. Dundee Road
5.	Walgreen Co. d/b/a Walgreens	1225 W. Dundee Road
6.	Bond Drug Company of Illinois, LLC d/b/a Walgreens	15 N. Buffalo Grove Road
7.	Bond Drug Company of Illinois, LLC d/b/a Walgreens	1701 N. Buffalo Grove Road
8.	77018 Company d/b/a Garden Fresh Market	770 S. Buffalo Grove Road
9.	BG Pantry, Inc. d/b/a BG Liquors	223 W. Dundee Road
10.	Hariom, Inc. d/b/a Dev Liquor & Wine	1170 McHenry Road
11.	Malhotra Enterprises, Inc. d/b/a 7-Eleven	1165 Weiland Road
12.	Woodman's Food Market, Inc.	1550 Deerfield Parkway
13.	BGLIQS LLC	1655 Buffalo Grove Road
<u>14.</u>	<u>RR Buffalo Grove LLC d/b/a Ricky Rockets – Buffalo Grove</u>	<u>700 Lake Cook Road 101</u>

Section 2. Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

5.20.72 Licenses authorized.

Subsection E. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection E. of Section 5.20.072 shall provide as follows.

Class E.		
1.	Grande Jakes Fresh Mexican Grill in BG, Inc.	205 Dundee Road
2.	MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway

3.	Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
4.	Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
5.	Niki's Gyros, Inc.	1038 Weiland Road
6.	Buffalo Grove Cherry Incorporated	700 Lake Cook Road 105-106
7.	<u>RR Buffalo Grove LLC d/b/a Ricky Rockets – Buffalo Grove</u>	<u>700 Lake Cook Road 101</u>

Section 3.

- A. A Class C liquor license is reserved for RR Buffalo Grove LLC d/b/a Ricky Rockets – Buffalo Grove at 700 Lake Cook Road 101. This reservation is subject to the applicant completing Village requirements for said license on or before January 16, 2023. The Village Manager shall have the authority to extend the January 16, 2023 date for good cause shown. If not so extended, this reservation shall cease.
- B. A Class E liquor license is reserved for RR Buffalo Grove LLC d/b/a Ricky Rockets – Buffalo Grove at 700 Lake Cook Road 101. This reservation is subject to the applicant completing Village requirements for said license on or before January 16, 2023. The Village Manager shall have the authority to extend the January 16, 2023 date for good cause shown. If not so extended, this reservation shall cease.
- C. This Section 3 shall not be codified.

Section 3. This Ordinance shall be in full force and in effect from and after its passage and approval.

AYES: _____
 NAYS: _____
 ABSENT: _____
 PASSED: _____, 2022
 APPROVED: _____, 2022

 Beverly Sussman, Village President

ATTEST:

 Janet M. Sirabian, Village Clerk



Ordinance No. O-2022-112 : Ordinance Approving a Memorandum of Understanding (MOU) Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association

Recommendation of Action

Staff recommends approval of the attached Memorandum of Understanding (MOU) with the Buffalo Grove Professional Firefighters/Paramedic Association (IAFF) concerning Retirement Notice Payment.

Pursuant to the terms set forth in the collective bargaining agreement, dated May 1, 2020 - April 30, 2023, between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (IAFF) and applicable labor law, the parties have met and have reached an agreement on the attached Memorandum of Understanding (MOU). The MOU relates exclusively to the Retirement Notice Payment for IAFF members. The specific terms of the Policy are detailed in the attached document.

ATTACHMENTS:

- MOU 2022 IAFF Ordinance 10.17 (DOC)
- IAFF RHS MOU 10 11 2022 FINAL (DOCX)
- IAFF RHS MOU Memo 101122 (DOCX)

Trustee Liaison

Weidenfeld

Staff Contact

Arthur a Malinowski, Human Resources

Monday, October 17, 2022

ORDINANCE NO. 2022- _____

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the Provisions of the Constitution of the State of Illinois 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 the Retiree Notice Payment for its membership as detailed within the attached Memorandum of Understanding.

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

Section 1. The President and the Board of Trustees hereby accepts the terms of the attached Memorandum of Understanding.

Section 2. The Village Manager is authorized to enter into agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC concerning the attached Memorandum of Understanding.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022. APPROVED: _____, 2022.

Village President

ATTEST:

Village Clerk

Attachment: MOU 2022 IAFF Ordinance 10.17 (O-2022-112 : Ordinance Approving a Memorandum of Understanding with IAFF)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Village of Buffalo Grove and its Fire Department (the “Village” or “Employer”) and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, of the IAFF, AFL-CIO, CLC (the Union”). The Village and the Union will be collectively referred to in this MOU as the “Parties.

1. The Parties entered into a collective bargaining agreement covering the period from May 1, 2020 through April 30, 2023 (the “CBA”). Except as expressly provided in this MOU, the terms of the CBA will remain in full force and effect.

2. As part of the reopener negotiations for 2022/2023, the Parties have agreed that the following language will be added to the CBA as a NEW Section 12.11 titled “Retirement Notice Payment” and applicable to covered employees as if this provision were in the CBA as of May 1, 2022:

“An employee in good standing with the Village, who at retirement has an approved pension from the Village of Buffalo Grove Fire Pension Fund and has given the Village irrevocable* written notice to retire at least four (4) months prior to the effective date of retirement, shall be paid a one-time payment in the amount of Five Thousand Dollars (\$5,000) will be contributed to the affected employee’s RHS account only. This “Retirement Notice Payment” is valid as a one-time only offer to each covered employee who complies with the terms of earning this payment and the payment and shall not be included as part of the “monthly salary attached to his or her rank in the fire service on the date of retirement or separation from service” for the purpose of calculating the employee’s pension as prescribed in Section 4-109 of the Illinois Pension Code. This Retirement Notice Payment is available to eligible employees who retire on a voluntary basis and the terms of this MOU do not alter any other benefit offered by the Village currently or in the future as it relates to a member’s retirement benefits. It is understood and agreed to by the Parties that, no Retirement Notice Payment is earned or payable to any employee unless the employee is actually working as a firefighter and reports to work as scheduled for their final assigned shift with the Village.”

The Parties agree and acknowledge that any employee who submits a retirement pursuant to the terms of Section #2 of this MOU will be required to sign a separate agreement confirming his/her understanding that the retirement decision and notice is irrevocable*. The completion of this Form and compliance with its terms is a condition of receipt of earning the Retirement Notice Payment.

Furthermore, it is understood that Section #2 of this MOU is not retroactive to May 1, 2022 and the four (4) month notice referred to in Section #2 of this MOU starts on the date of ratification by both the Union and Village Board. Employees who had announced their retirement prior to ratification are not eligible for the early notification incentive.

*A resignation once submitted is considered irrevocable within the last forty-five (45) calendar days before the resignation date, as declared by the employee. Once the employee is within forty-five (45) calendar days of their declared resignation date, their resignation may only be withdrawn based on extraordinary circumstances. Whether extraordinary circumstances exist will be

Ratified by IAFF, Local 3177 on October 9, 2022

determined solely by the Village Manager (or designee) and Department Director (or designee) but such determination shall not be arbitrary or capricious.

3. The terms of this MOU are mutually agreed to by the Village and the Union.
4. The individuals who sign this MOU below represent and agree that they are authorized to enter into and bind their respective Party to the terms of this MOU.

This Memorandum of Understanding (MOU) is executed this _____ day of October 2022.

FOR THE VILLAGE OF BUFFALO GROVE

Dane C. Bragg
Village Manager

William M. Baker
Fire Chief

FOR THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION LOCAL 3177, IAFF, AFL-CIO, CLC

Alfredo Caballero
Union President

Michael Manka
Union Vice President

Attachment: IAFF RHS MOU 10 11 2022 FINAL (O-2022-112 : Ordinance Approving a Memorandum of Understanding with IAFF)

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 13, 2022

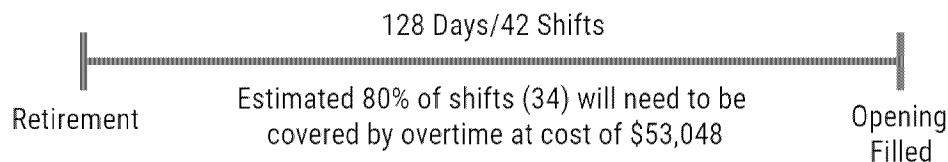
TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief

SUBJECT: Retirement Notification Incentive Discussion

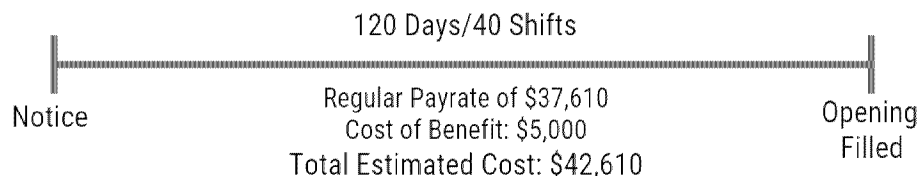
Background

Between 2022 and 2024, 13 fire department personnel (inclusive of the Fire Chief) are eligible to retire with 20 to 30 plus years of seniority. Since 2018, the hiring process timeline from when the candidate was notified of the opening due to retirement and the time they were hired ranged from 90 days to 196 days with an average timeline of 128 days (confirmation of interest, release forms, background investigation, polygraph/medical examinations, Board of Fire and Police Commission offer to hire, notice to their current employer). As indicated below, this corresponds with an estimated 42 shift days with a vacancy. Since 2014, an estimated 84% of shifts required overtime coverage to meet minimum emergency response requirements. Utilizing these averages, an estimated 34 shifts will require overtime coverage after each retirement at a projected cost of \$53,058.



Proposal

Under the current proposal, retiring represented personnel would provide 120-day notice of their intent to retire with the last 45 days becoming irrevocable. Each employee who met the requirements of the proposal would receive a \$5,000 deposit into their retirement health savings (RHS) account. Based upon current estimates, the proposal would lead to savings of approximately \$10,438.



It should be noted that these estimates do not include other potential cost savings and intangible benefits such as a reduced likelihood of injury due to high workload, increased operational effectiveness, and an expected reduction in overtime due to the new employee's attendance at the fire academy.



Ordinance No. O-2022-113 : Authorization to Expend Additional Funds for Street Light Maintenance

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to expend an additional \$95,500.00 with Aldridge Electric Inc., for a total amount not to exceed \$350,189.45 for fiscal year 2022. These funds will be recovered through insurance claims and contractor payments.

ATTACHMENTS:

- Aldridge memo 2022 (DOCX)
- Aldridge Ordinance 2022 (DOCX)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, October 17, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: October 13, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Street Light Maintenance

Recommendation

Staff recommends that the Village Board authorize the Village Manager to expend up to an additional \$95,500.00 with Aldridge Electric, Inc. for Street Light Maintenance for a total amount not to exceed \$350,189.45 for fiscal year 2022. The majority of funds will be recovered through insurance claims and contractor payments.

Background

The Village has a contract with Aldridge Electric, Inc for Street Light Maintenance. The need for these services fluctuates based upon the number of streetlights that need to be replaced, poles that are knocked down, repairs made due to cable faults, and repairs to damaged lines as a result of contractors striking them. Staff has seen an increase in required Street light Maintenance and repair primarily due to an increase in Street Light Knockdowns (SLKD) and cable faults caused by contractors' carelessness while digging.

This contract was awarded at a not to exceed amount of \$254,689.45. Due to the unforeseen increase in streetlight knockdowns and underground cables hit due to road construction, aging cracked concrete poles and cable faults due to rotten underground conduit, staff believes it is in the best interests of the Village to increase the contracted amount by \$95,500.00 with a total not to exceed amount of \$350,189.45.

When damage is caused by construction damage or knock downs the Village recovers funds both through insurance for streetlight knockdowns and from contractors for repairs made due to construction damage. As these are the primary drivers of costs escalations this year, staff expects the recovery of funds to keep the net costs below the budgeted amount for 2022.

Damage caused by cable faults, hit cables by contractors and issues found while yearly inspections have resulted in over \$ 48,000.00 in repairs, along with over 10 Street Light Knock Downs totaling just over \$38,000.00. Some of these issues were repaid through Insurance claims while others are a result of careless contractors and aging assets found while performing maintenance inspections.

Other anticipated expenses will be Pole breakaways that have been found and not yet billed.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXPEND ADDITIONAL FUNDS FOR STREETLIGHT REPAIRS

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

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

WHEREAS, It is in the best interests of the Village to expend additional funds.

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 expend an additional \$95,500 with Aldridge Electric Inc., for a total amount not to exceed \$350,189.45 for fiscal year 2022.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Aldridge Ordinance 2022 (O-2022-113 : Street Light Maintenance)



Resolution No. R-2022-14 : Approval of the Revised 2022 Pay Ranges

Recommendation of Action

Staff recommends approval.

Attached are the proposed updated 2022 pay ranges for employees of the Village of Buffalo Grove. The document which became effective on January 1, 2022 has been modified to reflect a change in pay grade 42 to include the proposed new position of Administrative Support Manager. The proposed new position of Administrative Support Manager will be a civilian position within the police department. Staff anticipates this change to occur in 2023, therefore there is no financial impact to the FY22 Budget.

ATTACHMENTS:

- 2022 pay ranges 10.10 (PDF)
- 2022 Pay Ranges Resolution 10.17 (DOC)

Trustee Liaison
Weidenfeld

Staff Contact
Arthur a Malinowski, Human Resources

Monday, October 17, 2022

**Village of Buffalo Grove
2022 Pay Ranges**

with a general wage increase of two and a half percent (2.5%) awarded on January 1, 2022

Position	New Min	Step	New Max	Step
Pay Grade 74	\$139,744.80	421	\$208,268.32	501
Deputy Village Manager				
Pay Grade 70	\$126,478.56	401	\$188,495.84	481
Director of Finance				
Police Chief				
Fire Chief				
Director of Public Works				
Director of Community Development				
Pay Grade 66	\$110,543.68	374	\$165,570.08	455
Deputy Fire Chief				
Director of Human Resources				
Deputy Police Chief				
Village Engineer				
Pay Grade 62	\$104,642.72	363	\$155,952.16	443
Communications Director				
Battalion Chief				
Deputy Director of Finance				
Administrative Services Director				
Assistant Public Works Director				
Pay Grade 58	\$95,657.12	345	\$142,561.12	425
Police Lieutenant				
Building Services Manager				
Head Golf Professional BG & Arbo				
Public Works Superintendent				
Deputy Community Development Director				
Pay Grade 56	\$90,548.64	334	\$134,950.40	414
Police Sergeant				
Pay Grade 54	\$86,145.28	324	\$128,385.92	404
Civil Engineer II				
Principal Planner				
EMS Educator				
Pay Grade 50	\$120,927.04	392	\$134,278.56	413

Attachment: 2022 pay ranges 10.10 (R-2022-14 : Revised 2022 Pay Ranges)

Fire Lieutenant/ Paramedic				
(May 1, 2022 - April 30, 2023)				
Pay Grade 46	\$118,537.12	388	\$131,626.56	409
Fire Lieutenant/ Non-Paramedic				
(May 1, 2022 - April 30, 2023)				
Pay Grade 42	\$79,539.20	308	\$118,537.12	388
Public Works Manager				
Purchasing Manager				
Civil Engineer I				
Assistant to the Village Manager				
Administrative Support Manager				
Pay Grade 34	\$74,172.80	294	\$110,543.68	374
Plan Reviewer				
Crew Leader				
Technical Services Manager				
Pay Grade 29	\$70,566.08	284	\$115,042.72	382
Firefighter/Paramedic				
(May 1, 2022 - April 30, 2023)				
Pay Grade 25	\$76,044.80	299	\$112,209.76	377
Patrol Officer				
(January 1 , 2022 - December 31, 2022)				
Pay Grade 21	\$67,132.00	274	\$100,048.00	354
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				
Deputy Village Clerk				
Engineering Technician				
Management Analyst				
Head Golf Professional				
Maintenance Worker II				
Buyer				
Pay Grade 17	\$58,968.00	248	\$87,882.08	328

Attachment: 2022 pay ranges 10.10 (R-2022-14 : Revised 2022 Pay Ranges)

Public Education Officer-Fire				
Social Worker				
Permit Coordinator				
Maintenance Worker I				
Pay Grade 13	\$51,536.16	221	\$75,668.32	298
Administrative Assistant				
Utility Billing Coordinator				
Accounts Payable Coordinator				
Payroll Coordinator				
Assistant Golf Professional				
Evidence Custodian				
Communications Coordinator				
Pay Grade 9	\$47,347.04	204	\$70,566.08	284
Community Service Officer				
Desk Officer				
Clerk				
Pay Grade 5	\$27,218.88	93	\$40,564.16	173
Fleet Maintenance Shop Assistant				
Engineering Aide				
Pay Grade 1	\$21,746.40	48	\$30,074.72	113
School Crossing Guard				
Laborer				
Golf Course Attendant				

RESOLUTION NO. 2022-_____**A RESOLUTION APPROVING THE REVISED 2022 PAY RANGES
FOR VILLAGE OF BUFFALO GROVE EMPLOYEES**

WHEREAS, on December 6, 2021, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2022 budget, and;

WHEREAS, on December 6, 2021, the Village President and Board of Trustees approved the 2022 pay ranges, and;

WHEREAS, the 2022 pay ranges have been revised so that they are more accurately aligned with both the 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:

1. The Village of Buffalo Grove does hereby approve the revised 2022 Pay Ranges for Village of Buffalo Grove Employees (attached).
2. The revised 2022 Pay Ranges will become effective upon approval, unless noted otherwise within the attached Pay Range document or applicable collective bargaining agreement.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____ . APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Village President

Attachment: 2022 Pay Ranges Resolution 10.17 (R-2022-14 : Revised 2022 Pay Ranges)



Information Item : Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees.

Recommendation of Action

Staff recommends going into executive session.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, October 17, 2022



Information Item : Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Recommendation of Action

N/A

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

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, October 17, 2022	
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