



**Meeting of the Village of Buffalo Grove  
Village Board  
Rescheduled Regular Meeting  
September 21, 2020 at 6:30 PM**

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

**1. Call to Order**

**A. Open Meetings Act Compliance**

*Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held in person with capacity-limited physical attendance. Those not willing or able to physically attend can still fully participate electronically by utilizing the Zoom link below.*

*Zoom Link: [www.vbg.org/september21boardmeeting](http://www.vbg.org/september21boardmeeting)*

*Phone: 312-626-6799*

*Webinar ID: 896 8234 9127*

*Instructions for how the public can see, listen and/or participate in meetings are listed immediately below this statement.*

*In accordance with the Open Meetings Act, any person shall be permitted an opportunity to address public officials under the rules established and recorded in the Buffalo Grove Municipal Code. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting.*

*Due to the COVID-19 pandemic and CDC guidelines for social distancing, physical attendance is limited to 20 persons in addition to Elected Officials and Staff. All seats are on a first come, first served basis. All persons physically attending the meeting will be required to don an appropriate face covering during the duration of the meeting and shall be required to undergo a body temperature scan before entering the Jeffrey S. Braiman Council Chambers. The Village of Buffalo Grove reserves the right to deny entry to any person displaying COVID-19 symptoms or a body temperature exceeding 100.4 degrees Fahrenheit. All meeting participants shall observe CDC-published guidelines for social distancing while attending the meeting.*

**B. Pledge of Allegiance**

**2. Approval of Minutes**

**A. Village Board - Regular Meeting - Aug 17, 2020 7:30 PM**

**B. Village Board - Committee of the Whole - Aug 31, 2020 7:30 PM**

**3. Approval of Warrant**

**A. Approval of Warrant #1319 (Trustee Weidenfeld) (Staff Contact: Chris Black)**

**4. Village President's Report**

**A. Proclamation Recognizing the Work of GiveNKind (Trustee Johnson) (Staff Contact: Dane Bragg)**

- B. Trick or Treat Discussion (President Sussman) (Staff Contact: Dane Bragg)
- C. Resolution Extending Executive Order 2020-09 (President Sussman) (Staff Contact: Dane Bragg)

## **5. Village Manager's Report**

- A. Buffalo Grove Rotary Firefighter of the Year (Trustee Smith) (Staff Contact: Mike Baker)
- B. New Firefighter/Paramedic and Lieutenant Badge Presentations (Trustee Smith) (Staff Contact: Mike Baker)
- C. Appointment of Hearing Officer (President Sussman) (Staff Contact: Dane Bragg)
- D. Appointment of Deputy Village Clerk (President Sussman) (Staff Contact: Dane Bragg)

## **6. Special Business**

## **7. Reports from Trustees**

- A. Nominating Petitions for the Upcoming April 6, 2021 Consolidated General Election Are Available at Buffalo Grove Village Hall Starting September 22, 2020 (Clerk Sirabian) (Staff Contact: Dane Bragg)

## **8. Consent Agenda**

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

- A. Proclamation Recognizing September 2020 to be National Preparedness Month (Trustee Stein) (Staff Contact: Brett Robinson)  
  
SUMMARY: A proclamation to declare September 2020 to be National Preparedness Month.
- B. Certificate of Initial Acceptance and Approval: Sky Fitness Development Improvements (Trustee Stein) (Staff Contact: Darren Monico)  
  
SUMMARY: Attached is the Certificate of Initial Acceptance for the Sky Fitness development located at 1501 Busch Parkway. Staff recommends approval to begin the one year maintenance period on September 14th, 2020.
- C. Certificate of Initial Acceptance and Approval: True North Development Improvements (Trustee Stein) (Staff Contact: Darren Monico)  
  
SUMMARY: Attached is the Certificate of Initial Acceptance for the True North development located at 185 Milwaukee Avenue. Staff recommends approval to begin the one year maintenance period on September 14th, 2020.
- D. Plat of Vacation and Easement Woodman's Unattended Fueling Station (Trustee Stein) (Staff Contact: Ted Sianis)  
  
SUMMARY: Staff recommends approval of the enclosed plat of vacation and easement for the Woodman's Unattended Fuel Station development located at 1515 Deerfield Parkway.
- E. Lake County DOT Letter of Concurrence (Trustee Stein) (Staff Contact: Darren Monico)



SUMMARY: The Lake County Department of Transportation will be adding a pedestrian crossing on Buffalo Grove Road south of Brandywyn Road. This Letter of Concurrence describes the agreement.

- F. Quiet Zone Engineering Services (Trustee Pike) (Staff Contact: Michael Reynolds)

SUMMARY: Buffalo Grove, along with 9 other communities established the Canadian National Railroad Corridor Quiet Zone, an FRA designated zone precluding the use of train whistles/horns at grade crossings along the corridor in Lake County. Staff Recommends approval of the Engineering agreement with Crawford, Murphy & Tilly, Inc. for an amount not to exceed \$35,000 pending contract review and approval of the Village Attorney.

- G. Ground Emergency Medical Transport Supplemental Payment Program (Trustee Smith) (Staff Contact: Mike Baker)

SUMMARY: The Illinois Department of Healthcare and Family Services received approval from the Centers for Medicare and Medicaid Services to alter the payment structure for Medicaid ambulance transports. Municipal fire departments can now participate in the Ground Emergency Medical Transport supplemental payment program.

- H. O-2020-62 An Ordinance Amending Fees and Fines (Trustee Weidenfeld) (Staff Contact: Dane Bragg)

SUMMARY: As discussed at the August 3, 2020 Committee of the Whole meeting, a draft ordinance has been prepared to address the proposed amendments to the Village's Fees & Fines schedules and related text amendments to the Buffalo Grove Municipal Code.

- I. O-2020-63 Vector/Target Solutions Software (Trustee Smith) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends authorizing the Village Manager to execute an amendment to the current Agreement with Vector Solutions/Target Solutions in a total amount not to exceed \$31,800.26, pending final review and approval by the Village Attorney,

- J. O-2020-64 Snow Plow Wing Retrofit (Trustee Pike) (Staff Contact: Brett Robinson)

SUMMARY: Staff is requesting authorization for the retro-fit of vehicle unit #418 with a wing plow and controls at a not to exceed price of \$39,099.00 from Bonnell Industries of Dixon, Illinois.

- K. O-2020-65 Authorization to Execute an Agreement with Clarke Environmental Mosquito Management (Trustee Johnson) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends an award of contract to Clarke Environmental Mosquito Management, Inc. at a not to exceed price of \$53,000 for Fiscal Year 2021.

- L. O-2020-66 Award of Bid Coarse Aggregate Material (Trustee Pike) (Staff Contact: Brett Robinson)

Staff recommends the Village Board authorize the Village Manager to execute a contract , pending review and approval by the Village Attorney, with the lowest responsive and responsible bidder, G&M Trucking., at an annual amount not to exceed \$87,350.00.

- M. O-2020-67 Computer Purchase (Trustee Johnson) (Staff Contact: Brett Robinson)

SUMMARY: Staff requests that the Village Manager be authorized to purchase computers from Dell in an amount not to exceed \$37,643.57.

- N. O-2020-68 Vehicle Repair (Trustee Smith) (Staff Contact: Brett Robinson)

SUMMARY: Staff requests the Village Board authorize the Village Manager to expend \$29,312.69 with a

contingency in the amount of \$5,862.31 with Fire Service Inc.

- O. O-2020-69 Panasonic Toughbook Purchases for Fire Department Computer Aided Dispatch System. (Trustee Johnson) (Staff Contact: Brett Robinson)  
  
SUMMARY: Staff recommends that the Village Board authorize the Village Manager to order Panasonic Toughbooks through the State of Illinois Central Management Services contract CMS701124A in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$73,035.00
- P. O-2020-70 Ciorba IICP Engineering & Field Services (Trustee Stein) (Staff Contact: Kyle Johnson)  
  
SUMMARY: The Metropolitan Water Reclamation District of Greater Chicago has established requirements for the Inflow/Infiltration Control Program (IICP.) Staff requests authorization to execute an agreement with Ciorba Group at a price not to exceed \$244,827.60 over the next 5 years, subject to review and approval of the agreement by the Village Attorney.
- Q. R-2020-42 Cook County CARES IGA (Trustee Smith) (Staff Contact: Mike Baker)  
  
SUMMARY: Staff recommends approval of an Inter-Governmental Agreement with Cook County for reimbursements related to the COVID-19 Pandemic.
- R. R-2020-43 Consideration for Trustees for an Easement Assignment to Lake County (Trustee Stein) (Staff Contact: Darren Monico)  
  
SUMMARY: Lake County asked to be assigned a Buffalo Grove easement to officially maintain a storm sewer related to the Buffalo Grove Road and Aptakisic Road projects.
- S. R-2020-44 Ordinance Approving an Amendment to the Village's 2020 Position Classification (Trustee Weidenfeld) (Staff Contact: Chris Stilling)  
  
SUMMARY: Attached is the revised 2020 pay ranges for employees of the Village of Buffalo Grove. The 2020 pay ranges have been revised to reflect the new position of Administrative Services Manager/ Assistant Village Clerk.
- T. R-2020-45 Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Dane Bragg)  
  
SUMMARY: The Corporate Authorities have determined that the following set of closed session minutes no longer require confidential treatment and are available for public inspection.

## **9. Ordinances and Resolutions**

- A. O-2020-71 Fire Station 26 Generator Replacement (Trustee Smith) (Staff Contact: Brett Robinson)
- B. O-2020-72 SCADA Support Services (Trustee Pike) (Staff Contact: Brett Robinson)
- C. O-2020-73 Award of Bid Street Light Maintenance (Trustee Pike) (Staff Contact: Brett Robinson)
- D. O-2020-74 Microsoft Office Joint Purchase - State of Illinois Contract (Trustee Johnson) (Staff Contact: Jenny Maltas)
- E. O-2020-75 Ambulance Joint Purchase Ordinance (Trustee Smith) (Staff Contact: Brett Robinson)
- F. O-2020-76 Ordinance Amending Fiscal 2020 Budget for the Village of Buffalo Grove (Trustee Stein) (Staff Contact: Chris Black)

## **10. Unfinished Business**

## **11. New Business**

- A. Acceptance of 2019 Audit (Trustee Weidenfeld) (Staff Contact: Chris Black)
- B. Snow and Ice Removal Rejection of Bids (Trustee Pike) (Staff Contact: Brett Robinson)
- C. Pre-Application Discussion for the Redevelopment of 700 E Lake Cook Road (Trustee Johnson) (Staff Contact: Chris Stilling)

## **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 of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity. (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 BOARD OF THE VILLAGE  
OF BUFFALO GROVE HELD VIA AUDIO/VIDEO CONFERENCING ON  
MONDAY, AUGUST 17, 2020**

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**CALL TO ORDER**

President Sussman called the meeting to order at 7:30 P.M. This meeting is being conducted via audio and video conferencing.

**ROLL CALL**

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

Also present in person and via audio/video were: Dane Bragg, Village Manager, was present at Village Hall; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Evan Michel, Management Analyst; Darren Monico, Village Engineer.

**APPROVAL OF MINUTES**

Moved by Johnson, seconded by Ottenheimer, to approve the minutes of the July 20, 2020 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Stein, seconded by Johnson, to approve the minutes of the August 3, 2020 Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

**WARRANT #1318**

Mr. Black read Warrant #1318. Moved by Weidenfeld, seconded by Smith, to approve Warrant #1318 in the amount of \$6,087,569.02 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

**VILLAGE PRESIDENT'S REPORT**

Moved by Weidenfeld, seconded by Johnson to pass **Resolution No. 2020-37** extending Executive Order 2020-07.

Mr. Bragg reviewed the proposed resolution. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

President Sussman recognized August 18, 2020 as the 100<sup>th</sup> Anniversary of the **19<sup>th</sup> Amendment to the U.S. Constitution** granting American women the right to vote.

Minutes Acceptance: Minutes of Aug 17, 2020 7:30 PM (Approval of Minutes )

## VILLAGE MANAGER'S REPORT

Mr. Bragg noted that staff recommends that the Village Board convene a hearing regarding Kimberly Hauber's claim for benefits under the **Public Safety Employee Benefits Act**, and subsequently that the Village President appoint a hearing officer with concurrence by the Village Board for same, details of which are found in his memo to the Board of July 24, 2020. Staff recommends acceptance of the recommendation of the Village Manager and to direct the Village Attorney to present possible hearing officer candidates at the next Regular Meeting scheduled for September 21, 2020.

Moved by Ottenheimer, seconded by Johnson, to concur with the recommendation presented by the Village Manager. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Mr. Bragg presented an update on **Village Hall** operations, subsequent to notification that a Village employee had tested positive for COVID-19 and had prolonged contact with Village employees and Village Hall. Staff immediately responded by disinfecting possible affected areas and closing Village Hall to the public; all affected employees received COVID-19 tests and all were negative; there was no exposure to any members of the public or to any elected officials. Mr. Bragg assured the public and employees that all possible measures are being taken to mitigate any exposure to COVID-19.

## REPORTS FROM TRUSTEES

Trustee Ottenheimer noted that the **Farmer's Market** has been a great success this year, and all safety guidelines are being followed, so he urged residents to take advantage of this opportunity to get out and enjoy visiting the Farmer's Market.

## 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. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda; there were no such requests.

### Proclamation – Constitution Week

Motion to approve a Proclamation designating September 17-23, 2020 as Constitution Week, and urged citizens to reflect on the privilege of being an American, with all of the rights and responsibilities which that privilege involves.

### Proclamation – National Payroll Week

Motion to approve a Proclamation recognizing September 6-12, 2020 as National Payroll Week.

### Ordinance No. 2020-59 – Pizza Amore

Motion to pass Ordinance No. 2020-59, amending Chapter 5.20 – Liquor Controls, rescinding the Class E liquor license issued to Pizza Amore, Inc. at 808 Milwaukee Avenue.

### Resolution No. 2020-38 – Motor Fuel Tax

Motion to pass Resolution No. 2020-38, Motor Fuel Tax Resolution – Thompson & Brandywyn Contract 2. The Thompson Boulevard and Brandywyn Lane Roadway Improvement Project – Contract 2 requires the Village to execute the Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) Resolution to allocate MFT funds to pay the Village's portion of construction.

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

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

NAYS: 0 – None

Motion declared carried.

#### **RESOLUTION NO. 2020-39 – THOMPSON & BRANDYWYN**

Moved by Stein, seconded by Weidenfeld, to pass Resolution No. 2020-39, Thompson & Brandywyn Contract 2 Federal Funding and Engineering Agreements, in accordance with materials contained in Board packets.

Mr. Bragg reviewed the proposed resolution, details of which are contained in the memo from Mr. Johnson to Ms. Maltas of August 13, 2020.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

#### **ORDINANCE NO. 2020-60 – HINES LUMBER**

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2020-60, amending the existing Incentive Agreement with Edward Hines Lumber Co. at 1000 Corporate Drive.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of August 13, 2020.

It was noted that this agreement is very beneficial to the Village to be able to keep a large revenue producer in the Village for the next 20 years.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

#### **RESOLUTION NO. 2020-40 – APPLE HILL/TENERIFE**

Moved by Stein, seconded by Smith, to pass Resolution No. 2020-40, Apple Hill/Tenerife Contingency Use, in awarding the contract to Arrow Road Construction in the amount of \$62,093.31 for the purchase of truncated domes in accordance with materials contained in Board packets.

Mr. Bragg reviewed the proposed resolution, details of which are contained in Mr. Monico's memo to Ms. Maltas of August 12, 2020.

Trustees Stein and Smith amended the motion to show the amount as \$64,800.00.

Upon roll call, Trustees voted as follows on the amended motion:

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

NAYS: 0 – None

Motion declared carried.

**RESOLUTION NO. 2020-41 – COMED**

Moved by Stein, seconded by Weidenfeld, to pass Resolution No. 2020-41, consideration for Trustees to approve a Recreation Lease with ComEd for the Village's Bike Path System, in accordance with materials contained in Board packets.

Mr. Monico reviewed the proposed resolution, details of which are contained in his memo to Mr. Bragg of July 21, 2020.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

**ORDINANCE NO. 2020-61 – MUNICIPAL CODE**

Moved by Stein, seconded by Ottenheimer, to pass Ordinance No. 2020-61, amending Section 2.02 of the Buffalo Grove Municipal Code – Procedures of the Corporate Authorities.

Mr. Bragg reviewed the proposed ordinance, which would abolish the Finance Committee and revise the amount of time permitted for the public to address the public body, changes which are consistent with current practice and case law.

Mr. Brankin noted that the current practice of allowing ten minutes for a speaker is the longest time that staff found in their research of the practice in other communities; he pointed out that the Board always has the authority to extend the time to speak if warranted.

Trustees Stein and Ottenheimer to amend the motion to allow speakers five (5) minutes for agenda items and five (5) minutes for Questions from the Audience.

Upon roll call, Trustees voted as follows on the amended motion:

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

NAYS: 0 – None

Motion declared carried.

**LAKE COOK WATER MAIN**

Moved by Stein, seconded by Weidenfeld, to grant authorization to the Village Manager to spend up to an additional \$550,000.00 for Village water main within the Lake Cook Road project under the current agreement with the Cook County Department of Transportation and Highways (CCDOH), in accordance with materials contained in Board packets.

Mr. Monico reviewed the proposal, details of which are contained in Mr. Johnson's memo to Ms. Maltas of August 12, 2020.

Staff was commended by the Board for planning ahead with this project, which will ultimately save the Village approximately 40% .

Upon roll call, Trustees voted as follows on the amended motion:

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

NAYS: 0 – None

Motion declared carried.

**QUESTIONS FROM THE AUDIENCE**

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

**EXECUTIVE SESSION**

Moved by Johnson, seconded by Weidenfeld, to adjourn the Regular Meeting and move to Executive Session to discuss **Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, whether for purposes of approval by the Body of the Minutes or Semi-Annual Review of the Minutes as mandated by Section 2.06.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 8:11 P.M. until 8:32 P.M.

**ADJOURNMENT**

The meeting was adjourned at 8:11 P.M.

\_\_\_\_\_  
Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21<sup>st</sup> DAY OF September 2020

\_\_\_\_\_  
Village President

Minutes Acceptance: Minutes of Aug 17, 2020 7:30 PM (Approval of Minutes )



**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF THE  
VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,  
50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING  
MONDAY, AUGUST 31, 2020**

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**CALL TO ORDER**

President Sussman called the meeting to order at 7:38 P.M. This meeting is being conducted in person as well as via audio and video conferencing.

**ROLL CALL**

Roll call indicated the following present at Village Hall: Trustees Ottenheimer, Johnson, Smith and Pike. President Sussman and Trustees Stein and Weidenfeld were present via audio/video conferencing.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; Chris Black, Finance Director; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Mike Reynolds, Director of Public Works; Geoff Tollefson, Director of Golf Operations; Julie Kamka, Deputy Clerk; and Police Chief Casstevens.

The Committee of the Whole Meeting consisted of staff reports and Board discussion on the following topics.

**DEPUTY CLERK**

Mr. Bragg recognized Deputy Clerk Julie Kamka as she leaves to become the City Clerk in Evans, Colorado, noting that the Village of Buffalo Grove thanks her for her 21 years of service and wishes her well in her new venture.

**2019 AUDIT**

Matt Beran, Lauterbach and Amen, noted that he appreciated the efforts of Mr. Black and Ms. Mosqueda in preparing the annual audit. Mr. Beran then reviewed the Audit Report and the Management Letter

**PRELIMINARY 2021 PROPERTY TAX LEVY**

Mr. Black reviewed staff's recommendation for the FY 2020 Property Tax Levy to be extended and collected in 2021, details of which are contained in his memo to Mr. Bragg of August 27, 2020, after which he answered questions from the Board.

**FY 2021 FINANCIAL FORECAST**

Mr. Black presented a forward look at the Village's General Fund's revenues and expenditures in order to provide an early financial assessment and identify significant issues that should be addressed in the budget development process, details of which are contained in the FY 2021 Financial Forecast prepared by staff.

**COVID-19 BUDGET IMPACT**

Mr. Black presented the Covid-19 Budget Impact report, details of which are contained in his memo to Mr. Bragg of July 27, 2020.

Ms. Maltas reviewed the Voluntary Separation Incentive report, details of which are contained in her memo to the Board of August 27, 2020.

Minutes Acceptance: Minutes of Aug 31, 2020 7:30 PM (Approval of Minutes )

It was noted that residents should be assured that staff has done an excellent job of dealing with this pandemic and that all Village services will remain at a high level. Chief Casstevens also assured that the level of service concerning the health and safety of our residents will not change.

### 2021 WAGE POOL

Mr. Malinowski presented the 2021 Wage Pool recommendations, details of which are contained in the memo of August 25, 2020 from him and Ms. Golbach, after which he answered questions from the Board.

### 2021 CAPITAL IMPROVEMENT PLAN

Mr. Monico presented an overview of the requests received leading into the 2021 budget cycle for the 2021 Preliminary Requests for the 2021-2040 Capital Improvement Plan, details of which are contained in his memo and attachment to Mr. Bragg of August 27, 2020, after which he answered questions from the Board.

### VILLAGE NEWS UPDATE

Ms. Maltas reviewed the Village newsletter and other communication platforms that the Village uses to communicate with residents, noting that staff recommends continuing to provide a digital Village News through the end of 2020, details of which are contained in her memo to the Board of August 27, 2020.

### 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 Johnson, seconded by Smith, to adjourn the Regular Meeting and move to Executive Session to discuss **Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, when an Action Against, Affecting or on Behalf of the Particular Public Body has been Filed and is Pending Before a Court or Administrative Tribunal, or when the Public Body finds that an Action is Probable or Imminent, in which case the Basis for the Finding shall be Recorded and Entered into the Minutes of the Closed Meeting.** 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 9:29 P.M. until 9:45 P.M.

### ADJOURNMENT

The meeting was adjourned at 9:29 P.M.

\_\_\_\_\_  
Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21<sup>st</sup> DAY OF September 2020

\_\_\_\_\_  
Village President

**Action Item : Approval of Warrant #1319****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1319 6,606,136.51.

**ATTACHMENTS:**

- W#1319 SUMMARY (PDF)

**Trustee Liaison**

Weidenfeld

**Staff Contact**

Chris Black, Finance

Monday, September 21, 2020

**VILLAGE OF BUFFALO GROVE WARRANT #1319**  
**21-Sep-20**

|                                               |                     |
|-----------------------------------------------|---------------------|
| General Fund:                                 | 458,096.44          |
| Parking Lot Fund:                             | 84.74               |
| Motor Fuel Tax Fund:                          | 0.00                |
| Debt Service Fund:                            | 0.00                |
| School & Park Donations                       | 0.00                |
| Capital Projects-Facilities:                  | 0.00                |
| Capital Projects-Streets:                     | 1,532,504.86        |
| Health Insurance Fund:                        | 0.00                |
| Facilities Development Debt Service Fund:     | 0.00                |
| Retiree Health Savings (RHS):                 | 30,233.06           |
| Water Fund:                                   | 940,664.00          |
| Buffalo Grove Golf Fund:                      | 101,276.86          |
| Arboretum Golf Fund:                          | 89,405.59           |
| Refuse Service Fund:                          | 66,882.41           |
| Information Technology Internal Service Fund: | 80,139.73           |
| Central Garage Internal Service Fund:         | 214,580.69          |
| Building Maintenance Internal Service Fund:   | 97,600.05           |
|                                               | <u>3,611,468.43</u> |
| PAYROLL PERIOD ENDING 08/20/2020              | 1,016,276.40        |
| PAYROLL PERIOD ENDING 09/03/2020              | 972,913.49          |
| PAYROLL PERIOD ENDING 09/17/2020              | 948,782.06          |
| PAYROLL PERIOD ENDING 09/18/2020              | 56,696.13           |
|                                               | <u>2,994,668.08</u> |

|                            |                            |
|----------------------------|----------------------------|
| <b>TOTAL WARRANT #1319</b> | <b><u>6,606,136.51</u></b> |
|----------------------------|----------------------------|

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

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village President

Attachment: W#1319 SUMMARY (Approval of Warrant #1319)



**Information Item : Proclamation Recognizing the Work of GiveNKind**

**Recommendation of Action**

The attached proclamation acknowledges the work of local Buffalo Grove nonprofit GiveNKind for their impressive work in the community. Representatives from GiveNKind will be present at the meeting.

**ATTACHMENTS:**

- GiveNKind\_Proclamation (DOC)

**Trustee Liaison**  
Johnson

**Staff Contact**  
Dane Bragg, Office of the Village Manager

Monday, September 21, 2020



## *Village of Buffalo Grove*

### **PROCLAMATION RECOGNIZING THE WORK OF GIVENKIND**

**WHEREAS**, in 2012 GiveNKind, a Buffalo Grove-based nonprofit, was founded by resident Emily Petway and is now serving Illinois, California, Texas, and Pennsylvania; and

**WHEREAS**, GiveNKind functions as a broker by assisting companies looking to offload canceled orders, surplus and other unused items in a socially and environmentally responsible way; and

**WHEREAS**, GiveNKind also accepts gently used furniture, dishes, toys, linens, home goods and clothing from individuals; and

**WHEREAS**, GiveNKind saves thousands of unused goods from landfills or incinerators and by matching the goods with nonprofits in need; and

**WHEREAS**, GiveNKind works with more than 200 501(c) 3 registered nonprofits ranging from the Lake County YWCA to the Chicago Coalition for the Homeless; and

**WHEREAS**, for every dollar donated to GiveNKind, eighty dollars in goods are donated through GiveNKind to nonprofits; and

**WHEREAS**, GiveNKind has reached over two million dollars worth of donated goods placed with nonprofits across the United States in 18 months;

**NOW THEREFORE, BE IT RESOLVED** that I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim the week of August 23<sup>rd</sup> – August 29<sup>th</sup> - ***GiveNKind Week*** and encourage citizens to volunteer and donate where they can.

Proclaimed this 21st day of September 2020,

---

Beverly Sussman,  
Village President

Attachment: GiveNKind\_Proclamation (GiveNKind Proclamation)



### Information Item : Trick or Treat Discussion

#### Recommendation of Action

Staff recommends discussion.

Due to the dangers of the ongoing global pandemic as well as village's 647 confirmed cases of COVID-19, staff does not recommend the official sanctioning of trick-or-treating for 2020. However, even if the Village cancels trick-or-treating there will be community members that will ultimately participate. Staff does not want the Police Department to be in this type of enforcement position. Therefore, in order to ensure the safety of those who choose to participate staff recommends a series guidelines as well as encouraging creative methods to celebrate the holiday.

#### ATTACHMENTS:

- Halloween Memo rev (DOCX)

**Trustee Liaison**  
Sussman

**Staff Contact**  
Dane Bragg, Office of the Village Manager

Monday, September 21, 2020

## VILLAGE OF BUFFALO GROVE

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### MEMORANDUM

**DATE:** September 17, 2020

**TO:** Dane Bragg, Village Manager

**FROM:** Evan Michel, Assistant to the Village Manager

**SUBJECT:** Trick-or-Treating

---

#### Overview

Due to the dangers of the ongoing global pandemic as well as village's 647 confirmed cases of COVID-19, staff does not recommend endorsing trick-or-treating for 2020. Regardless of the village's endorsement, many community members will choose to celebrate the holiday. Staff does not recommend banning trick or treat out right. The cancelation of the event would require the Police Department to enforce the action.

In order to ensure the communities' safety staff recommends an approach of educating the community regarding safe practices and set guidelines for participation.

#### COVID-19 Trick or Treating Guidelines

The following guidelines are recommend for those residents who choose to participate in order to ensure the safety of the most vulnerable members of the community:

- First and foremost, be respectful of your neighbors' choice on whether to trick-or-treat this year.
- Children may trick or treat on Saturday, October 31, 2020 between the hours of 3:00 – 7:00 PM.
- Refrain from participating in trick-or-treating if you are feeling unwell, if someone in your house is unwell, if you are awaiting COVID-19 test results, if you have recently returned from travel to a hotspot state, or if you know that you have been exposed to COVID-19.
- Turning on your porch lamps or outdoor lights to show that your home participating in trick-or-treat. Trick-or-treat participants shall not ring the doorbell of those who chose not to participate.
- Consider using a motion-activated noisemaker to notify you when trick-or-treaters are at the door, such as a motion activated Halloween decoration, rather than having trick-or-treaters ring the doorbell, which may become a high touch-point.



- Face coverings should be worn by all participants over the age of two, including individuals passing out treats.
- Avoid close contact with others by leaving candy on your porch.
- If you would prefer to answer the door to greet children individually, pass out candy instead of inviting children to take a treat from a communal bowl. Ask children to tell you their choice of a treat, rather than taking it themselves.
- Individuals should use hand sanitizer regularly throughout the trick or treat hours.
- Do not trick-or-treat in groups with others; trick-or-treat as a household.
- Maintain a safe distance from other trick-or-treating households, and do not approach a house until the previous group has left.
- Consider distributing treats other than candy, which parents can then sanitize before giving to kids: stickers in cellophane packaging, pencils, mini pumpkins, erasers, etc.
- Please refrain from distributing coins, cash, homemade treats, or fresh fruits.

### **Encouraging Alternatives to Ringing Doorbells**

Several creative and safe ways to participate in the holiday are available for residents who would like to avoid people coming to their door, but would still like to participate, some ideas include:

- Hosting a “trunk or treat,” instead of inviting trick-or-treaters to come to your door, decorate your car and place candy in the open trunk for children to take.
- Creating a grab-bag candy walk on your lawn: place candy inside recyclable paper lunch bags so each child can simply pick up a bag of treats.
- Hanging treats from a clothesline at children’s height.
- Marking a safe distance from your door using chalk and ask children to stand behind the line before you open the door to pass out candy.

### **Park District**

The Buffalo Grove Park District currently intends to cancel its annual Trick-or Treat Trail, which was to be held on October 27. District staff felt that it was irresponsible to host an event of that size indoors during the pandemic. The district is in the process of evaluating replacement programming for Halloween.

### **Village Participation**

The Police and Fire Departments traditionally participate in the holiday by handing out bags of candy and have a large presence in the community. Due to COVID-19, other than responding to routine calls for service, the Police and Fire Departments will not be handing out candy or visiting with trick-or-treaters.

### **Staff Recommendation**

As noted, staff believes that community members will trick-or-treat regardless of any Village advisory or cancelation of trick-or-treating. Therefore, staff recommends the approach of educating the community on safe practices and set guidelines for participation.




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**Resolution No. : Resolution Extending Executive Order 2020-09**


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**Recommendation of Action**

Staff recommends approval.

This resolution extends Village President, Beverly Sussman's Executive Order 2020-09. Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and has subsequently extended. His current order expires September 21, 2020. In the event he extends his order a revised Resolution and Executive Order will be provided under separate cover.

**ATTACHMENTS:**

- Resolution Extending the Local Disaster Emergency Proclamation blank (PDF)

**Trustee Liaison**  
Sussman

**Staff Contact**  
Dane Bragg, Office of the Village Manager

|                            |  |
|----------------------------|--|
| Monday, September 21, 2020 |  |
|----------------------------|--|

**RESOLUTION EXTENDING EXECUTIVE ORDER 2020-0\_\_**

WHEREAS, on \_\_\_\_\_, 2020, Village President, Beverly Sussman, issued Executive Order 2020-08 based upon the COVID-19 pandemic;

WHEREAS, the diagnosed cases of COVID-19 in the local area and the State of Illinois continue to increase;

WHEREAS, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and has subsequently extended that declaration until \_\_\_\_\_, \_\_\_\_\_;

WHEREAS, it is necessary and appropriate for the Village of Buffalo Grove to continue to take measures to protect the public's health in response to the COVID-19 outbreak;

WHEREAS, the Village Board finds that the present situation requires the extension of the Village President's Executive Order 2020-0\_\_;

NOW, THEREFORE, be it resolved as follows:

Executive Order 2020-0\_\_ dated \_\_\_\_\_, \_\_\_\_ issued by Village President Beverly Sussman is hereby extended. Said extension shall be coterminous with the COVID-19 disaster proclamation issued by Governor J.B. Pritzker unless further amended or modified.

This Resolution shall be filed with the Village Clerk as soon as is practical and spread of record to all appropriate agencies.

AYES: \_\_\_\_\_  
NAYES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

Passed \_\_\_\_\_, 2020  
Approved \_\_\_\_\_, 2020

Approved:

\_\_\_\_\_  
Beverly Sussman, Village President

Attest:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Resolution Extending the Local Disaster Emergency Proclamation blank (Extending Executive Order 2020-09)



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**Information Item : Buffalo Grove Rotary Firefighter of the Year**

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**Recommendation of Action**

Staff recommends presentation.

The Buffalo Grove Rotary will present their Firefighter of the Year Award to Firefighter/Paramedic Gary Steadman.

**Trustee Liaison**  
Smith

**Staff Contact**  
Mike Baker, Fire

Monday, September 21, 2020



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**Information Item : New Firefighter/Paramedic and Lieutenant Badge Presentations**

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|                                 |
|---------------------------------|
| <b>Recommendation of Action</b> |
|---------------------------------|

Staff recommends presentations.

Jacob Senese and Adam Schroeder will be presented with their Firefighter/Paramedic badges from the Buffalo Grove Fire Department.

**Trustee Liaison**  
Smith

**Staff Contact**  
Mike Baker, Fire

|                            |  |
|----------------------------|--|
| Monday, September 21, 2020 |  |
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### Action Item : Appointment of Hearing Officer

#### Recommendation of Action

Should the Village Board concur with Village Attorney Brankin's recommendation, there should be a motion to appoint Steven Bierig as the Hearing Officer for the Hauber PSEABA Hearing.

At the last regular board meeting, the Village Board approved Mr. Bragg's recommendation to hold a hearing regarding Kimberly Hauber's application for PSEBA benefits. Attorney Brankin investigated various potential hearing officers and has recommended Steven Bierig to fulfill this role. Mr. Brankin feels that Mr. Bierig has the right experience to hold an impartial hearing on this matter. If the Village Board agrees with Mr. Brankin's recommendation, the attorneys on this matter will coordinate a hearing date that works for all parties.

#### ATTACHMENTS:

- Resume - Steven Bierig (PDF)
- Fee Schedule effective January 1, 2020 (PDF)

**Trustee Liaison**  
Sussman

**Staff Contact**  
Dane Bragg, Office of the Village Manager

Monday, September 21, 2020

**Steven M. Bierig**  
**Attorney – Arbitrator – Mediator**  
**P.O. Box 438**  
**Highland Park, IL 60035**  
**Phone: 847-236-1003**  
**Fax: 847-236-1021**  
**Email: arb438@comcast.net**

## RELEVANT EXPERIENCE

### **Arbitrator and Mediator                      July 1998 -**

Serves full time as a neutral in the practice of arbitration and mediation specializing in labor and employment disputes. Conducts all forms of Alternative Dispute Resolution (ADR) including, but not limited to, grievance arbitration, interest arbitration, employment arbitration, labor and employment mediation, facilitation, and fact-finding on a national basis. Member of the National Academy of Arbitrators and Fellow in the College of Labor and Employment Lawyers.

### **Associate Attorney                      Katten Muchin & Zavis** **Chicago, Illinois** **April 1994 – June 1998**

Prepared and presented arbitration cases. Prepared and presented cases before the National Labor Relations Board, the Illinois Local Labor Relations Board, the Illinois Department of Human Rights, and the Equal Employment Opportunity Commission. Prepared and participated in collective bargaining negotiations (first chair). Counseled clients regarding conformance with collective bargaining agreements, and with state and federal labor and employment laws. Prepared and participated in labor relations training. Completed special projects.

### **Sr. Attorney Supervisor                      City of Chicago - Corporation Counsel's Office** **Labor Division** **February 1987 - April 1994**

Supervised a staff of 5-8 attorneys. Advised City Departments regarding conformance with collective bargaining agreements. Prepared and participated in collective bargaining negotiations. Selected arbitrators for hearings. Prepared and presented arbitration cases with both sworn and non-sworn union employees. Prepared and presented unfair labor practice and representation cases at the Illinois Local Labor Relations Board. Counseled City Departments on conformance with Collective Bargaining Agreements as well as State and Federal Laws.

Attachment: Resume - Steven Bierig (Appointment of Hearing Officer)

**ADMITTED TO PRACTICE**

|                                                                              |                |
|------------------------------------------------------------------------------|----------------|
| Illinois Supreme Court                                                       | November, 1984 |
| U.S. District Court<br>Northern District of Illinois<br>General Bar          | December, 1984 |
| U.S. Court of Appeals<br>7th Circuit                                         | October, 1986  |
| U.S. District Court<br>Northern District of Illinois<br>Trial Bar (inactive) | August, 1997   |

**PUBLICATIONS**

Author: "Discipline For Off-Duty Conduct:  
Can (And If So, When Should) Big Brother Watch?"  
*Illinois Public Employee Relations Report*  
Summer 1996 Vol. 13, No. 3

Chapter Co-author: "Public Employees"  
*The Labor Law Handbook – 1996, 1999, 2001, 2006, 2010*  
Illinois Institute for Continuing Legal Education

Chapter Contributor: "Off-Duty Conduct"  
*Discipline and Discharge In Arbitration* 1998  
Chapter Editor: "Off-Duty Conduct"  
1<sup>st</sup> Supplement to same September 2001  
ABA - Section of Labor and Employment Law: Committee on ADR in  
Labor and Employment Law  
BNA

Contributor: *Sexual Harassment in Employment Law*  
Lindemann & Kadue  
1998 Supplement  
BNA

Author: "Sexual Harassment: A Summary of Recent Arbitration Cases"  
*ADR in Labor & Employment Law Committee Newsletter*  
Fall 1998 Vol. 5, No. 1



Chapter Editor/Author: *How Arbitration Works* 5<sup>th</sup> Ed.  
 (Goggins & Volz, Editors)  
 1999 Supplement  
 BNA

Author: "An Arbitrator's Perspective on Writing"  
*Chicago Bar Record*  
 January 2000 Vol. 14, No. 1

Chapter Author: "Discipline for Off-Duty Conduct"  
*Preventing and Managing Workplace Violence*  
 ABA Section of State and Local Government Law 2008

### **SPEAKING ENGAGEMENTS**

Arbitrator Bierig regularly speaks on topics of Labor and Employment Law

### **TEACHING**

Adjunct Professor of Law  
 Institute for Law and the Workplace  
 IIT/Chicago Kent College of Law  
 Courses: Advanced Research in Labor and Employment  
               Employment Litigation  
 1997-2001

Instructor – University of Wisconsin-Milwaukee  
 Department of Business and Management  
 Courses: Labor Relations in the Private Sector  
               Labor Relations in the Public Sector  
 2001-

Adjunct Professor of Law  
 UIC John Marshall Law School  
 Courses: Arbitration  
 2017-

### **CERTIFICATIONS & PANELS**

City of Chicago/Fraternal Order of Police Chicago Lodge #7 1998-  
 Cook County Circuit Court Arbitrator 1998- 2007  
 United States Postal Service Redress Mediation Program 1999-2000  
 Equal Employment Opportunity Commission (Mediator) 1999-2009  
 Center for Employment Dispute Resolution 1999-  
 Nat'l Mediation Board (Nat'l Railroad Adjustment Board) 1999-  
 Federal Mediation and Conciliation Service 1999-  
 American Arbitration Association Labor Panel 2000-

National Employment Mediation Services 2000-  
 Illinois State, Local and Educational Labor Relations Boards 2000-  
 United States Postal Service/Nat'l Assoc. of Letter Carriers 2000-  
 United States Postal Service/American Postal Workers Union 2000-2010  
 National Association of Securities Dealers (NASD - now FINRA) 2000-  
 City of Chicago/PBPA Unit 156: Sgts., Lts., Captains 2000-  
 United States Postal Service/Nat'l Postal Mail Handlers Union 2001-2007  
 Illinois Department of Labor Illinois Arbitration Services 2002-  
 Joint Conference Board – Arbitrator of Jurisdictional Disputes 2002-  
 Burnham Park Project Labor Agreement Jurisdictional Panel 2002-  
 ADR Systems of America (Arbitrator and Mediator) 2004-  
 Hearing Officer – Chicago Park District 2004-  
 Chicago Board of Education/Chicago Teachers Union 2004-  
 National Arbitration Forum 2004-  
 Circuit Court of Cook County Major Case Court Annexed Mediation Program 2004-  
 Federal Aviation Administration/National Air Traffic Controllers Association Panel 2005-  
 Chicago Transit Authority/Amalgamated Transit Union Panel 2005-  
 NTEU/Internal Revenue Service 2005-2010  
 Expedited Arbitration Panel – Brotherhood of Railway Carmen and Union Pacific Railroad 2006-  
 Illinois State Board of Education Teacher Dismissal Hearing Officer Panel 2006-  
 CNH America/UAW 2007-  
 Metropolitan Water Reclamation District of Greater Chicago/NC FO Local No. 7 2007-  
 Expedited Arbitration Panel – Canadian Pacific Railroad/United Transportation Union 2008-  
 Neutrality Arbitrator – Blackstone Hotel/UNITE HERE Local 1 2008  
 Association of Flight Attendants/United Air Lines 2009-  
 Neutrality Arbitrator – SEIU Healthcare and Illinois Association of Health Care Facilities 2010-  
 FAA/NATCA Southern Region Arbitration Panel 2010-  
 FAA/NATCA Southern Region Pre-Arbitration Review Panel 2010  
 State of Illinois CMS and AFSCME Regular Arbitration Panel 2011-  
 National Elevator Bargaining Association/International Union of Elevator Constructors Substance Abuse Arbitration Panel 2012-  
 Metropolitan Water Reclamation District of Greater Chicago and IBT Local 700 2013-  
 State of Illinois CMS and AFSCME Expedited Arbitration Panel 2014-  
 American Arbitration Association Employment Panel 2014-  
 Chicago Public Schools/Chicago Teachers Union Fact Finder 2016, 2019  
 Defense Finance and Accounting Services and AFGE Locals 3283 and 1148 2017-  
 Hearing Officer for Cook County and the Cook County Recorder of Deeds regarding Unlawful Political Discrimination and Retaliation based upon *Shakman v. Cook County* No. 69 C 2145 2017 –  
 United Airlines and International Brotherhood of Teamsters Board of Arbitration 2017 –  
 IAM Local 701 and Chicago New Car Dealer Assoc. – Standard Automotive Panel 2018 –  
 Illinois State Board of Education – Hearing Officer - State Educator Preparation and Licensure Board 2018-  
 National Treasury Employees Union and U.S. Customs and Border Protection 2019-  
 NATCA-FAA Great Lakes Region Pre-Arbitration Review (PAR) Panel 2020-  
 United Airlines and Air Lines Pilot Association – System Board of Adjustment 2020-

## PROFESSIONAL ORGANIZATIONS/HONORS

Chicago Bar Association – 1985-  
 Committee of Labor and Employment Law 1987-  
 Labor and Employment Relations Association – 1998 -  
 President Chicago Chapter 2000-2002  
 Board Member 2003-2005

American Bar Association – 1985 -  
 Member of the Section of Labor and Employment Law:  
 Committee on ADR in Labor and Employment Law  
 Neutral Co-Chair Newsletter 2002-2005

National Academy of Arbitrators 2004-

National Association of Railroad Referees – 2000-  
 Vice President 2007-

AV Rating by Martindale-Hubbell 2007-

Fellow – College of Labor and Employment Lawyers 2011-

## VIDEO HEARINGS

Able to conduct video hearings via various video platforms, including, but not limited to Zoom, Webex, Skype.

## EDUCATION

|                   |                                                                                                                                                                                                                                                                               |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Law School</b> | IIT/Chicago Kent College of Law<br>1982-1984 J.D. With High Honors 6/84<br>Dean's List<br>Lawrence Doppelt Academic Scholarship<br>Legal Writing Teaching Assistantship 1983-1984<br><br>1981-1982 University of Wisconsin School of Law<br>Dean's List<br>Research Assistant |
| <b>Graduate</b>   | University of Illinois at Urbana-Champaign<br>Graduate School of Library and Information Science<br>M.S. 8/79<br>Graduate Assistantship<br>Member - Beta Phi Mu (Library Science Honor Society)                                                                               |

**Undergrad.** University of Illinois at Urbana-Champaign  
B.A. - History 5/78  
Dean's List  
Member - Phi Alpha Theta (History Honor Society)  
Student Government

STEVEN M. BIERIG  
ATTORNEY-ARBITRATOR-MEDIATOR  
P.O. BOX 438  
HIGHLAND PARK, IL 60035  
PHONE 847-236-1003  
FAX 847-236-1021  
EMAIL arb438@comcast.net

**SCHEDULE OF FEES AND EXPENSES**  
**EFFECTIVE JANUARY 1, 2020**

**Per Diem Fee:**

\$1700.00 per diem for Grievance Arbitration, Interest Arbitration, Mediation and Fact-Finding.

**Cancellation/Postponement Fee:**

\$1700.00 fee for Hearing dates cancelled or postponed with less than thirty (30) days' notice of a scheduled Hearing date.

**Travel Expenses:**

Chicago Metropolitan Area: Expenses incurred for Hearings within the Greater Chicago Metropolitan Area will not be charged in addition to the above-mentioned per diem fee.

Outside Chicago Metropolitan Area: Reasonable travel expenses including transportation, meals and lodging will be charged for travel outside the Greater Chicago Metropolitan Area at the rate at which the expenses were incurred.

**Office Expenses:**

Normal Office Expenses: Normal office expenses (e.g. copying costs, postage and telephone charges) will not be charged beyond the above-mentioned per diem fee.

Extraordinary Office Expenses: Extraordinary office expenses (e.g. overnight mail at the request of the parties) will be charged to the parties at the rate at which the expenses were incurred.



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**Action Item : Appointment of Deputy Village Clerk**

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**Recommendation of Action**

Staff recommends that the Village President appoint Dane C. Bragg as Deputy Village Clerk and that the Board of Trustees consent to said appointment. A motion to concur with the Village President's appointment is recommended.

Chapter 2.12.020 of the Municipal Code provides that the "President, by and with the consent of the Board of Trustees, may appoint a Deputy Clerk or clerks." Deputy Clerk Julie Kamka separated from service on September 16, 2020. Accordingly, a Deputy Clerk should be appointed to provide support to the Village Clerk.

**Trustee Liaison**  
Sussman

**Staff Contact**  
Dane Bragg, Office of the Village Manager

|                            |  |
|----------------------------|--|
| Monday, September 21, 2020 |  |
|----------------------------|--|



**Information Item : Nominating Petitions for the Upcoming April 6, 2021 Consolidated General Election Are Available at Buffalo Grove Village Hall Starting September 22, 2020**

|                                 |
|---------------------------------|
| <b>Recommendation of Action</b> |
|---------------------------------|

n/a

Nominating Petitions for the Upcoming April 6, 2021 Consolidated General Election Are Available at Buffalo Grove Village Hall Starting September 22, 2020

**Trustee Liaison**

Ms. Sirabian

**Staff Contact**

Dane Bragg, Office of the Village Manager

|                            |  |
|----------------------------|--|
| Monday, September 21, 2020 |  |
|----------------------------|--|



**Information Item : Proclamation Recognizing September 2020 to be National Preparedness Month**

**Recommendation of Action**

Staff recommends approval.

SUMMARY: A proclamation to declare September 2020 to be National Preparedness Month.

**ATTACHMENTS:**

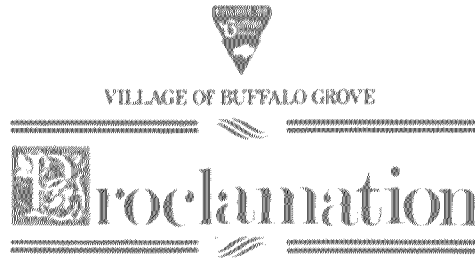
- National Preparedness Month September 2020 (DOCX)

**Trustee Liaison**  
Stein

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020





### National Preparedness Month September 2020

**WHEREAS**, “National Preparedness Month” creates a significant opportunity for every American to learn more about ways to prepare for all types of emergencies from potential terrorist attacks, to natural disasters; and

**WHEREAS**, emergency preparedness is the responsibility of every American; and

**WHEREAS**, all Americans can take a few simple steps - getting a go-kit, making a plan, and being informed - in order to make citizen preparedness a priority in every community; and

**WHEREAS**, the U.S. Department of Homeland Security and other federal, state and local officials and the private sector are working to deter, prevent and respond to all types of emergencies; and

**WHEREAS**, these activities, along with an active American community, contribute to a level of national preparedness that is critical to securing our homeland; and

**WHEREAS**, as we observe “National Preparedness Month,” I urge adults and children to participate in citizen preparedness activities, and to review the Department of Homeland Security’s Ready campaign websites at [www.ready.gov](http://www.ready.gov) for more information.

**NOW, THEREFORE**, I, Beverly Sussman, President of the Board of Trustees for the Village of Buffalo Grove, Cook and Lake Counties, Illinois do hereby proclaim **September, 2020** to be **NATIONAL PREPAREDNESS MONTH** in the Village of Buffalo Grove and I call upon the people of Buffalo Grove to recognize the importance of preparing for all potential emergencies, and to celebrate this month with appropriate events, activities, and preparedness programs.

Proclaimed this 19<sup>th</sup> day of August, 2019.

---

Beverly Sussman, Village President



**Action Item : Certificate of Initial Acceptance and Approval: Sky Fitness Development Improvements**

**Recommendation of Action**

Staff recommends approval to begin the one year maintenance period for the completed development.

SUMMARY: Attached is the Certificate of Initial Acceptance for the Sky Fitness development located at 1501 Busch Parkway. Staff recommends approval to begin the one year maintenance period on September 14th, 2020.

**ATTACHMENTS:**

- Memo T Bragg\_CIA\_Sky Fitness\_20-0914 (DOCX)
- Certificate of Initial Acceptance Sky Fitness\_20-0914 (DOCX)
- Sky Fitness\_UTILITY & BIKE EASEMENT (PDF)

**Trustee Liaison**  
Stein

**Staff Contact**  
Darren Monico, Public Works

Monday, September 21, 2020

VILLAGE OF  
BUFFALO GROVE

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**MEMORANDUM**

**DATE:** August 17, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Darren Monico, Village Engineer  
**SUBJECT:** Sky Fitness Development (1501 Busch Parkway) Certificate of Initial Acceptance

---

Sky Fitness Corporation, the Developer of the fitness center building addition located at 1501 Busch Parkway, has completed the required improvements and has provided the enclosed plat of easement for approval. The development will be moved to the one-year maintenance period beginning September 21, 2020.

Staff recommends approval of the approval of the Certificate of Initial Acceptance for the Development.

VILLAGE OF BUFFALO GROVE  
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR AND TWO SETS OF "AS-BUILT" PLANS.

SUBDIVISION The Corporate Grove First Resubdivision DEVELOPER Sky Fitness Corporation

UNIT NO. N/A LOCATION 1501 Busch Parkway

Dedicated Public Right of Way (if any): N/A

Description of Public Improvements: Water main and survey monuments.

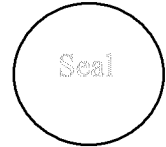
Description of Private Improvements: Water main service, storm sewers, sanitary sewer service, earthwork, stormwater detention facility modification, parking lot area modifications, bike path, and landscaping.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated March 4, 2020, which was prepared by the Village of Buffalo Grove have been completed.

\_\_\_\_\_  
Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

\_\_\_\_\_  
Municipal Inspector

\_\_\_\_\_  
Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Division of Engineering Services has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

\_\_\_\_\_  
Village Engineer

\_\_\_\_\_  
Date

PUBLIC WORK'S CERTIFICATION

I hereby certify that the Department of Public Works has inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Action: \_\_\_\_\_

\_\_\_\_\_  
Date

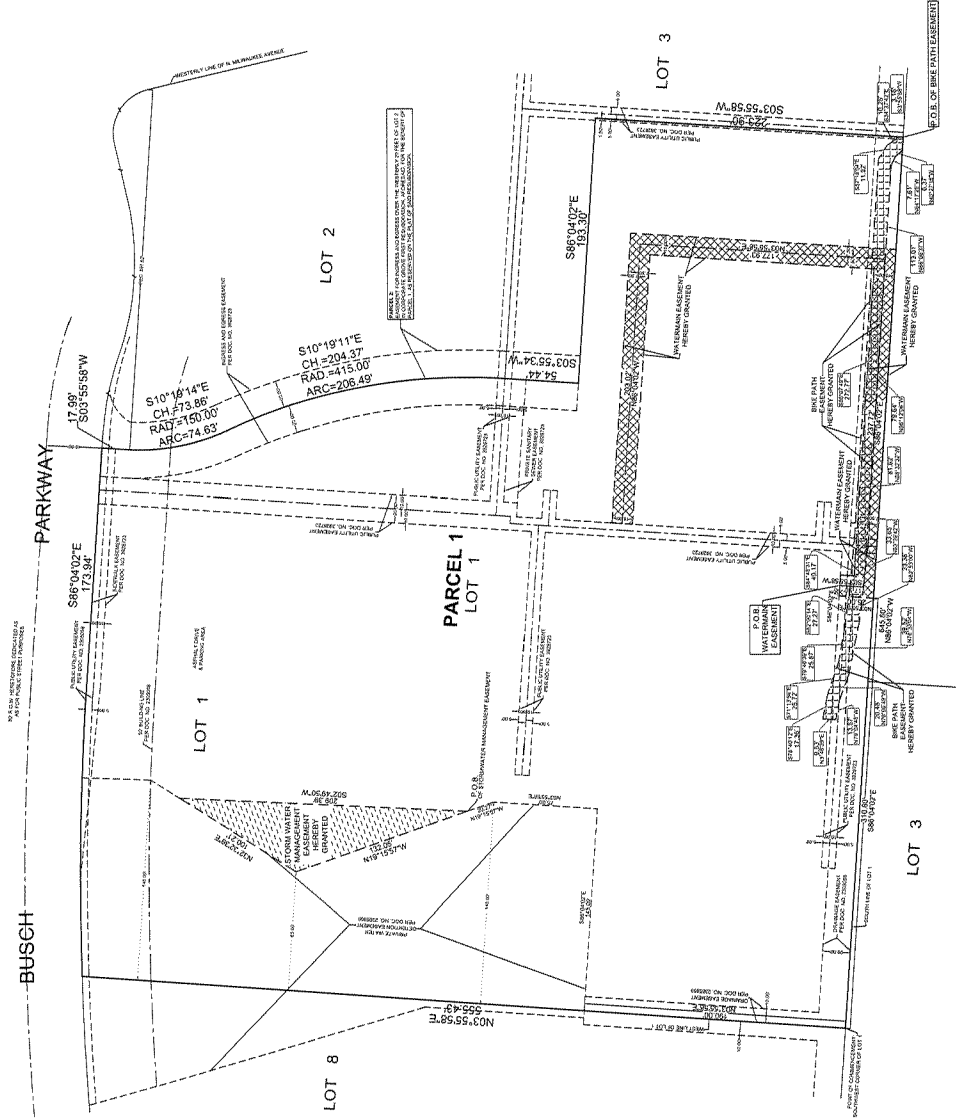
\_\_\_\_\_  
Page No.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date



# PLAT OF EASEMENT



| LEGEND / ABBREVIATIONS |                      |
|------------------------|----------------------|
|                        | WATERMAIN EASEMENT   |
|                        | STORM WATER EASEMENT |
|                        | BIKE EASEMENT        |
|                        | EASEMENT             |

|                                                                                                                |                                                                                                           |  |                                                                                                                                                                                                                          |   |     |           |      |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----|-----------|------|
| PROJECT NO.:<br>2018-20388-2<br><br>ISSUE DATE:<br>8/13/20<br><br>SCALE: 1"=40'<br><br>SHEET NUMBER:<br>1 OF 2 | PLAT PREPARED FOR:<br><br><b>SKY FITNESS CORPORATION</b><br>1501 BUSCH PARKWAY<br>BUFFALO GROVE, IL 60089 |  | PLAT PREPARED BY:<br><br><b>UNITED SURVEY SERVICE, LLC</b><br>CONSTRUCTION AND SURVEYING<br>7710 CENTER ROAD, SUITE 100, BLOOMINGTON, IL 61710<br>TEL: (847) 299-1010 FAX: (847) 299-5887<br>E-MAIL: USURVEY@USANDCS.COM |   | NO. | REVISIONS | DATE |
|                                                                                                                |                                                                                                           |  |                                                                                                                                                                                                                          | 1 |     |           |      |
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### LEGAL DESCRIPTION OF EASEMENT AREAS

[illegible]

**PARCEL 1:** LOT 1 IN THE CORPORATE GROVE FIRST RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 THROUGH 7 IN THE CORPORATE GROVE IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 3 N, RANGE 1 E, EAST OF THE INDIAN RIVER, IN THE CITY OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS RECORDED JANUARY 31, 1997 AS DOCUMENT 2832723, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2:** 1/2 AC OF INGRESS AND EGRESS OVER THE WESTERLY 20 FEET OF LOT 2 IN THE CORPORATE GROVE FIRST RESUBDIVISION, FOREWARD, FOR THE BENEFIT OF PARCEL 1, AS RESERVED ON THE PLAT OF SAID RESUBDIVISION.

KNOWN AS: 1501 BUCHS PARKWAY, BUFFALO GROVE, ILLINOIS

PERMANENT INDEX NUMBER: 15-297-009

OWNER'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF LAKE ) SS

THIS IS TO CERTIFY THAT SKY FITNESS CORPORATION IS HOLDER OF THE RECORD TITLE OF THE LAND DESCRIBED HEREON AND AS OWNER HAS CAUSED THE SAME TO BE GRANTED FOR A UTILITY AND STORMWATER EASEMENTS AND PLATTED AS SHOWN HEREON, FOR THE PURPOSES OF HAVING THIS PLAT RECORDED AS PROVIDED BY THE  
ANY

DATE AT BUFFALO GROVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

SKY FITNESS CORPORATION  
1501 BUSCH PARKWAY

**Answers**

6589

NOTARY PUBLIC

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF LAKE, MISSOURI, DO HEREBY CERTIFY THAT \_\_\_\_\_, \_\_\_\_\_ AND \_\_\_\_\_, SO FORTHES CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED IN THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

CONVERSION EVOLVED

|                              |                                               |                                                                                                                                                                                           |
|------------------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT NO.:<br>2019-20368-2 | PLAT PREPARED FOR:<br>SKY FITNESS CORPORATION | PLAT PREPARED BY:<br>UNITED SURVEY SERVICE, LLC                                                                                                                                           |
| SURVEY DATES:<br>8/13/2020   | 1361 BUSCH PARKWAY<br>BUFFALO GROVE, IL 60089 | CONSTRUCTION AND LAND SURVEYORS<br>7710 CENTRAL EXPRESSWAY, SUITE 200<br>TEL: (847) 290-5867<br>FAX: (847) 290-5867<br>E-MAIL: <a href="mailto:LS.SURVEY@UNSD.COM">LS.SURVEY@UNSD.COM</a> |
| SCALE: 1"=40'                | SHEET NUMBER                                  |                                                                                                                                                                                           |
|                              |                                               |                                                                                                                                                                                           |

|                                                                                                                                                                                                                                                   |    |           |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|------|
| PLAT PREPARED BY:                                                                                                                                                                                                                                 | NO | REVISIONS | DATE |
| <b>UNITED SURVEY SERVICE, LLC</b><br>CONSTRUCTION AND LAND SURVEYORS<br>7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS, 60005<br>TEL: (847) 299 - 1010 FAX: (847) 299 - 5887<br>E-MAIL: <a href="mailto:USURVEY@USANDCS.COM">USURVEY@USANDCS.COM</a> | 1  |           |      |
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[illegible]

CERTIFICATE OF THE VILLAGE ENGINEER

STATE OF ILLINOIS  
COUNTY OF LAKE | SS

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_.

VILLAGE ENGINEER - DARIEM MONTIC

**CERTIFICATE OF THE VILLAGE OF BUFFALO GROVE**

COUNTY OF LAKE. ) SS  
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF BLUEALD GROVE, LAKE COUNTY, ILLINOIS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_.

BY: VILLAGE PRESIDENT - BEVERLY SUSSMAN

VILLAGE CLERK - J

RECORDER'S CERTIFICATE

THE INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF LAKE COUNTY,  
COUNTY OF LAKE | 33  
MINUS ON THIS  
DAY OF  
20 A.D. AT O'CLOCK M.

AND RECORDED AS DOCUMENT NUMBER \_\_\_\_\_

COUNTY RECORDER

STATE OF ILLINOIS )  
 ) ss:  
 )

COUNTY OF COOK )

I, ROY G. LAWNCZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

[illegible]

BY: ROY G. LAWNCZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2260  
 LICENSE EXPIRES: NOVEMBER 30, 2020  
 PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004578  
 12/31/2015 EXPIRES: APRIL 30, 2021



**Action Item : Certificate of Initial Acceptance and Approval: True North Development Improvements**

**Recommendation of Action**

Staff recommends approval to begin the one year maintenance period for the completed development.

SUMMARY: Attached is the Certificate of Initial Acceptance for the True North development located at 185 Milwaukee Avenue. Staff recommends approval to begin the one year maintenance period on September 14th, 2020.

**ATTACHMENTS:**

- Memo T Bragg\_CIA\_True North\_20-0817 (DOCX)
- Certificate of Initial Acceptance True North\_20-0817 (DOCX)

**Trustee Liaison**  
Stein

**Staff Contact**  
Darren Monico, Public Works

Monday, September 21, 2020



VILLAGE OF  
BUFFALO GROVE

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**MEMORANDUM**

**DATE:** August 27, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Darren Monico, Village Engineer  
**SUBJECT:** True North Development (185 Milwaukee Ave) Certificate of Initial Acceptance

---

True North Energy, the Developer of the fueling station located at 185 Milwaukee Avenue, has completed the required improvements and the development will be moved to the one year maintenance period beginning September 21, 2020.

Staff recommends approval of the approval of the Certificate of Initial Acceptance for the Development.

VILLAGE OF BUFFALO GROVE  
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR AND TWO SETS OF "AS-BUILT" PLANS.

SUBDIVISION True North Park DEVELOPER True North Energy, LLC

UNIT NO. N/A LOCATION 185 Milwaukee Avenue

Dedicated Public Right of Way (if any): N/A

Description of Public Improvements: Water main, sidewalk, curb, street light

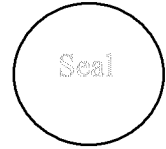
Description of Private Improvements: Water main service, storm sewers, sanitary sewer service, earthwork, stormwater treatment facility, fuel storage and dispensing equipment, parking lot area, and parking lot lights.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated March 4, 2020, which was prepared by the Village of Buffalo Grove have been completed.

\_\_\_\_\_  
Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

\_\_\_\_\_  
Municipal Inspector

\_\_\_\_\_  
Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Division of Engineering Services has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

\_\_\_\_\_  
Village Engineer

\_\_\_\_\_  
Date

PUBLIC WORK'S CERTIFICATION

I hereby certify that the Department of Public Works has inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Action: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Page No.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date



**Action Item : Plat of Vacation and Easement Woodman's Unattended Fueling Station**

**Recommendation of Action**

Staff recommends approval.

SUMMARY: Staff recommends approval of the enclosed plat of vacation and easement for the Woodman's Unattended Fuel Station development located at 1515 Deerfield Parkway.

**ATTACHMENTS:**

- Memo T Bragg\_Woodmans Fuel Station Plats\_9-8-2020 (DOCX)
- PV101D20-PARCEL 2 BUFFALO GROVE (PDF)
- Scan\_20200911\_135230 (PDF)

**Trustee Liaison**  
Stein

**Staff Contact**  
Ted Sianis, Engineering

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE

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## MEMORANDUM

**DATE:** September 16, 2020

**TO:** Dane Bragg, Village Manager

**FROM:** Darren Monico, Village Engineer

**SUBJECT:** Woodman's Unattended Fueling Station Development Improvement Agreement

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Woodman's Food Market, Inc., the owners and developers of 1500 & 1550 Deerfield Parkway are currently building an unattended fueling station along the south side of Deerfield Parkway immediately west of Chase Bank.

The Development Improvement Agreement, or DIA, was approved at February 18, 2020 Village Board Meeting. At the time of approval of the DIA, plats of vacation and easement were still under review by the Village Engineering Department and Attorney.

Engineering and legal staff at the Village have worked to finalize all Plat documents. Staff recommends Village Board approval of the Plat of Vacation and Easement received from Woodman's Food Market, Inc.







### Action Item : Lake County DOT Letter of Concurrence

#### Recommendation of Action

Staff recommends approval.

SUMMARY: The Lake County Department of Transportation will be adding a pedestrian crossing on Buffalo Grove Road south of Brandywyn Road. This Letter of Concurrence describes the agreement.

#### ATTACHMENTS:

- BG RD Ped crossing LOC memo 20-0915 (DOCX)
- VillageLOC-RRFB(9-8-20) (DOCX)
- BG RD Crossing Location Map(PDF)

#### Trustee Liaison

Stein

#### Staff Contact

Darren Monico, Public Works

Monday, September 21, 2020





## MEMORANDUM

**DATE:** September 15, 2020

**TO:** Dane Bragg, Village Manager

**FROM:** Darren Monico, Village Engineer

**SUBJECT:** Buffalo Grove Road Letter of Concurrence with Lake County DOT

With the widening of Buffalo Grove Road by the Lake County Department of Transportation (LCDOT), a marked pedestrian crosswalk is not allowed to be installed at Brandywyn Lane and Buffalo Grove Road as originally planned for this project. Recent Guidance from the Federal Highway Administration and the Illinois Department of Transportation does not allow a marked crosswalk at an intersection without a pedestrian refuge in the middle. This refuge cannot be installed with an offset turning lane at a standard intersection. To allow a crossing at an intersection a full traffic signal would need to be installed and there are not sufficient traffic counts at this time. Staff has determined an alternate plan to provide for pedestrian and bicycle crossings in the area. The first is this Letter of Concurrence (LOC) with LCDOT as described below. The second is that once the road construction is completed on Buffalo Grove Road and on Brandywyn Road, and once the Link Crossing Development is completed, LCDOT will take traffic counts and see if a full signal is warranted at this intersection. This is expected to be sometime in 2022.

In the meantime a pedestrian crossing with flashing beacons will be provided approximately 875 feet south of Brandywyn Lane, in the vicinity of the bike path located on the north side of Churchill Park and near the shared use path of Link Crossings. According to the LOC, LCDOT will pay 100% for the Rectangular Rapid Flashing Beacons and the road crossing construction. Upon completion the Village will own and maintain the pedestrian crossing including the flashing beacons, similar to the two crossings being built on Weiland Road by LCDOT. The Village will contract separately with the design engineer that was hired by LCDOT to design the pedestrian crossing which is expected to be approximately \$9,800.

If a traffic signal is warranted in the future at this intersection a full pedestrian crosswalk will be installed with the signal. At that time this pedestrian crossing will be reviewed and it may be required to be removed at that time at the Village's expense. If a traffic signal will not be warranted in the future this pedestrian crossing will remain at this location.

Staff recommends that the Village Board agrees with this Letter of Concurrence with the Lake County Department of Transportation.

Attachment: BG RD Ped crossing LOC memo 20-0915 (Lake County DOT Letter of Concurrence)

**Buffalo Grove Road Widening and Reconstruction  
 Illinois Route 22 to Deerfield Parkway  
 LCDOT Section No. 11-00249-03-WR  
 LETTER OF CONCURRENCE – PEDESTRIAN CROSSING**

September 8, 2020

Mr. Darren T. Monico, P.E.  
 Village Engineer  
 Village of Buffalo Grove  
 50 Raupp Blvd  
 Buffalo Grove, IL 60089

Dear Mr. Monico:

This LETTER OF CONCURRENCE has been prepared to memorialize recent discussions between the Lake County Division of Transportation (LCDOT) and the Village of Buffalo Grove (VILLAGE) concerning the installation of a pedestrian crossing, inclusive of the asphalt bike path crossing, concrete curb ramps with detectable warnings and rectangular rapid flashing beacons (PED CROSSING) as part of the LCDOT's current project to widen and reconstruct Buffalo Grove Road from Illinois Route 22 to Deerfield Parkway (IMPROVEMENT).

It is understood that:

1. LCDOT has jurisdictional authority over Buffalo Grove Road (County Highway 16) and is the lead agency for the design and construction phases of the IMPROVEMENT.
2. The VILLAGE is desirous that the LCDOT install a PED CROSSING on Buffalo Grove Road approximately 875 feet south of the intersection of Brandywyn Lane with the County's IMPROVEMENT. The final location to be determined and approved by LCDOT in coordination with the VILLAGE.
3. The VILLAGE agrees to contract separately with an engineering firm to design the PED CROSSING. The VILLAGE agrees to pay 100% of the costs for this design without reimbursement by the LCDOT.
4. The VILLAGE agrees to submit the design plans along with any necessary special provisions, design standards, and an engineer's estimate of cost to the LCDOT for review and approval.
5. LCDOT agrees to have the PED CROSSING installed as part of the IMPROVEMENT. The LCDOT agrees to pay 100% of the costs for construction and construction engineering of the PED CROSSING without any reimbursement from the VILLAGE.

## LETTER CONCURRENCE – PED CROSSING

PAGE 2 OF 2

SEPTEMBER 4, 2020

6. It is mutually agreed by and between the parties hereto that the PED CROSSING, exclusive of any pavement markings, will be owned and maintained, or caused to be maintained, by the VILLAGE in perpetuity without reimbursement by the LCDOT, including any future changes or revisions to the PED CROSSING as needed because of the operations of the LCDOT.
7. The VILLAGE agrees to submit an executed form, Municipal Utility/Facility Acceptance On A County Highway for the PED CROSSING, prior to the PED CROSSING work being added to the IMPROVEMENT.
8. The VILLAGE understands that if, in the future, a traffic signal becomes warranted and installed at the intersection of Brandywyn Lane and Buffalo Grove Road, the VILLAGE may be required to remove the PED CROSSING at its sole expense.

Please indicate your concurrence with the provisions set forth herein by executing and returning this LETTER OF CONCURRENCE.

Sincerely,

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

THE VILLAGE OF BUFFALO GROVE CONCURS WITH  
 THE PROPOSALS AS SET FORTH IN THIS  
 LETTER OF CONCURRENCE

ATTEST:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Name & Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Attachment: VillageLOC-RRFB(9-8-20) (Lake County DOT Letter of Concurrence)





### Action Item : Quiet Zone Engineering Services

#### Recommendation of Action

Staff recommends approval.

SUMMARY: Buffalo Grove, along with 9 other communities established the Canadian National Railroad Corridor Quiet Zone, an FRA designated zone precluding the use of train whistles/horns at grade crossings along the corridor in Lake County. Staff Recommends approval of the Engineering agreement with Crawford, Murphy & Tilly, Inc. for an amount not to exceed \$35,000 pending contract review and approval of the Village Attorney.

#### ATTACHMENTS:

- 2021 QZ Memo (DOC)
- CMT QZ Proposal (PDF)
- CMT Ordinance (DOCX)

#### Trustee Liaison

Pike

#### Staff Contact

Michael Reynolds, Public Works

Monday, September 21, 2020

**MEMORANDUM**

TO: Dane Bragg, Village Manager

FROM: Mike Reynolds, Director of Public Works *Mike Reynolds*

DATE: September 11, 2020

RE: Quiet Zone Recertification

**Background**

In 2007, the Village of Buffalo Grove, in cooperation with the County of Lake and the communities of Antioch, Lake Villa, Round Lake Beach, Grayslake, Libertyville, Mundelein, Vernon Hills and Wheeling, entered into an Intergovernmental Agreement (IGA) to create the Canadian National Railroad Corridor Quiet Zone, a Federal Railroad Administration (FRA) designated zone precluding the use of train whistles/horns at railroad grade crossings along the corridor in Lake County. The Quiet Zone must be recertified periodically (usually every three years) and in 2012 and 2018 the member agencies successfully recertified the Quiet Zone.

In accordance with the original terms of the agreement, the Village of Buffalo Grove serves as the zone administrator. In August of 2020, the Village solicited proposals for the recertification effort to three Engineering Firms. Only one firm, Crawford, Murphy & Tilly, Inc. (CMT) submitted a proposal. The attached engineering proposal and the scope of services have been reviewed by the member Agencies.

The Engineering Agreement and Scope of Services with CMT provides for the assessment and completion of a request to recertify the Quiet Zone with the FRA and to provide a compliance plan for any deficiencies that may be present. Each member is responsible for a 1/10 share of the expenses for the recertification. As such, the recertification process will be completed for a not-to-exceed amount of \$35,000 for a total per-member responsibility of \$3,500.

The completion of the recertification process is independent of any costs associated with any improvements needed to meet the minimum recertification criteria. Should any additional work be required or costs incurred, the member agencies will re-evaluate the plan and provide options.

**Recommendation**

Staff recommends that the Village award the Engineering Agreement with Crawford, Murphy & Tilly, Inc. for an amount not to exceed \$35,000 pending final contract review by the Village Attorney.

c: Dane Bragg, Village Manager  
QZ File

Attn: Mr. Mike Reynolds,  
Public Works Director  
Village of Buffalo Grove  
51 Raupp Blvd.  
Buffalo Grove, IL 60089

**"Honestly, CMT  
exceeded my  
expectations at every  
level – price, product,  
solutions, and expertise."**

Eric Curtit – MoDOT Administrator  
of Railroads

***This safety study will  
serve as a model as  
we pursue similar  
corridor studies  
across the country."***

John Caulfield, PE - Manager of  
Public Projects, BNSF

FOUNDED

1946

350+

CMT STAFF FIRM-WIDE

20

OFFICES

## Experience the Difference

*At CMT, Centered in Value is more than our tagline; it's our promise that our approach will bring maximum value while making your life easier. Led by Steve Prange, our team brings the experience, proven leadership, and depth of staff that will provide an experience that puts you at ease.*

Dear Mr. Reynolds,

CMT is pleased to submit our letter of interest to the Lake County Corridor Quiet Zone (QZ) to develop a corrective action plan in response to the Federal Railroad Administration's (FRA's) recent inspection report. Having recently completed similar assignments in developing a Quiet Zone for other communities, CMT is well versed in the regulation, best-practices, and implementation process associated with the re-affirmation of Quiet Zones. Our relationships with the FRA and Railroads allow us to effectively coordinate and navigate the necessary channels – resulting in a streamlined process for our clients.

We understand the critical needs of rail infrastructure and the important role that Quiet Zones play in future economic development opportunities, quality of life, and safety. CMT stands ready to provide quality services that offer unique and innovative solutions to the FRA-identified deficiencies along the corridor.

The key staff assigned to your project is highly focused on collaboration and will provide quick, attentive responses to your requests. Based on available workload, our team is ready to make your project a priority and begin working immediately – ready to deliver a corrective-action compliance plan by the critical October 31<sup>st</sup> deadline.

In this letter, we will demonstrate CMT's understanding, approach, and ability to deliver the Lake County Corridor Quiet Zone with a plan to implement improvements and maintain the Quiet Zone for future generations.

We would like to thank the selection committee and look forward to your favorable consideration.

Respectfully yours,



**Steve J. Prange | Project Manager & Vice President**  
417.799.6253 | [sprange@cmtengr.com](mailto:sprange@cmtengr.com)  
1631 West Elfindale | Springfield, MO 65807  
Crawford, Murphy & Tilly, Inc.



8.F.b

CMT

Attachment: CMT QZ Proposal (Quiet Zone Engineering Services)

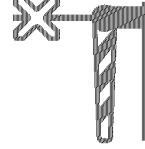
### Centered in Value

One size never fits all when delivering solutions in today's ever-changing environment. CMT strives to first understand the overall goals and objectives of any project. Then, we right-size the solution to both the technical needs of the challenges and the context of the surrounding environment. **The Village of Buffalo Grove will get a solution that is Centered in Value.**

#### Rail consulting services



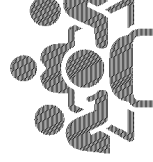
- Economic development & industrial spur service
- Transload & intermodal facility design



- Legal consultation & agreement development
- Mainline track design
- Construction administration & track inspection



- Rail service & security logistics
- Highway/Rail crossing diagnostics
- Rail survey & boundary
- Corridor safety studies
- Public protect coordination



- Community planning
- Funding & grant administration
- Utility permitting
- Public Engagement & Education
- Freight & transportation logistics

Packet Pg. 57



# Understanding Your Project Needs

8.F.b

The purpose of this project is to review, evaluate, and develop a corrective action implementation plan in response to the April 2020 Non-Compliance FRA inspection of the at-grade highway/rail crossings within the Lake County Quiet Zone Corridor. The corridor is located along the Canadian National (CN) Railway's Waukesha Subdivision Mainline - stretching approximately 29 miles, from Wheeling, IL (M.P. 27.37) to Antioch, IL (M.P. 56.04) - and consists of a coalition of ten governmental entities.

The April 3, 2020 Non-Compliance inspection identified 41 crossings with deficiencies – including 30 crossings with signage deficiencies, 15 crossings with Non-Transversable Curb Median (NTCM) deficiencies, and five crossings with “other” deficiencies. The project objectives include an independent review and inspection of the crossings located within the Quiet Zone Corridor, facilitate joint stakeholder meetings, and development of a Corrective Action Plan to address the noted deficiencies that can be implemented within the next three years.

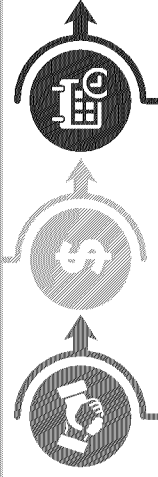
Additionally, the Lake County Quiet Zone is scheduled for its periodic re-affirmation agreement with the FRA in 2021. A Risk Index Assessment will need to be completed and the re-affirmation documentation will need to be prepared, approved, and submitted to the FRA in Q2 of 2021.

## Approach

CMT understands the critical importance Quiet Zones play in improving quality of life and promoting future growth within our communities. With a depth of experience and a passion for rail infrastructure, our staff is dedicated to improving the safety, quality of life, and economic growth within communities located alongside rail corridors.

Coordination and communication with the CN Railway will be critical in developing the Corrective-Action Plan in a timely manner. Our staff is in regular communication with railroads across the country and has a depth of experience in navigating the necessary channels for creating a streamlined and timely process. Pairing our passion with industry knowledge and experience, our staff will assist you in maintaining a Quiet Zone Corridor for future generations.

**Providing Cost-Effective Solutions** – While it is of the utmost importance that all crossings within the Quiet Zone be brought up to FRA and CN compliance standards, we understand the importance of developing cost-effective solutions that provide both safety enhancements and reasonable implementation. Clients return to CMT time and again for our ability to identify cost saving opportunities and value-added propositions that maximize their available budgets, which are becoming increasingly stretched thin in the current economic climate.



**Building Project Success in Collaboration** – We have learned that the most successful projects are those that are highly collaborative and allow multiple facets for input. We strongly believe in the value of stakeholder input. We propose holding two stakeholder meetings – one Initial Stakeholder Kickoff meeting and one Concept Improvements Stakeholder Workshop.

**Meeting Critical Deadlines** – CMT understands the timeframe is short and the deadline is critical. The final corrective action plan must be approved by the Lake County Quiet Zone Corridor and submitted to the FRA by the October 31, 2020 deadline. We understand the future of the Quiet Zone hinges on meeting this critical date and our staff stands ready to initiate work immediately.

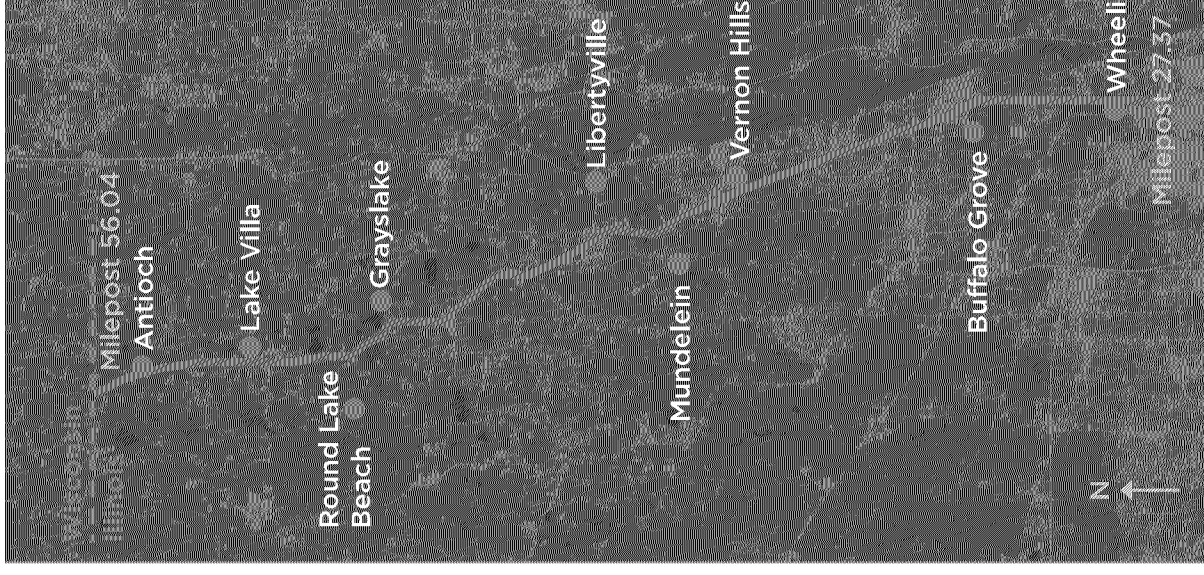


Exhibit A

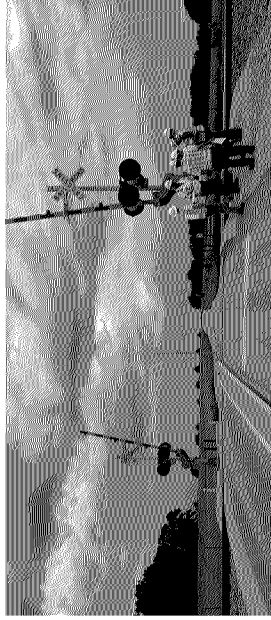
Lake County Quiet Zone  
CN Railway Waukesha Subdivision



# Leaders in Rail Consultation

For municipalities, transportation connectivity is the gateway to a community's economic vitality and enhanced livability. As a leader in innovative transportation solutions for over 70 years, CMT has demonstrated how the safe and strategic integration of rail infrastructure can contribute to a community's long-term visions.

Attachment: CMT QZ Proposal (Quiet Zone Engineering Services)



## US 60 Freeway Corridor Safety Study

WEBSTER COUNTY, MISSOURI

CMT was retained to provide engineering services on the U.S. Highway 60 & BNSF Thayer-North Rail Corridor Study of the 22-mile Highway/Rail corridor in Webster County, Missouri. The study spanned four municipalities, involved overlapping local and regional economies and included a total of 47 at-grade roadway intersections and 36 at-grade railroad crossings. CMT lead extensive coordination, public involvement, alternative evaluation, and analysis efforts of the interconnected transportation network, including the review of existing **Quiet Zone** crossings while future **Quiet Zone** opportunities were recommended.

Stanley Whitehurst | [switehurst@webstercountymo.gov](mailto:switehurst@webstercountymo.gov)



## Wentzville Parkway South Railroad Coordination

WENTZVILLE, MISSOURI

CMT was selected to provide engineering design, coordination, and agreements to consolidate crossings within a three-mile corridor and upgrade remaining crossings to a **Quiet Zone**. The **Quiet Zone** consists of a mixture of crossing consolidation, grade-separation, and crossing upgrades to gain the Quiet Zone status with the FRA and Norfolk Southern Railroad. CMT lead coordination efforts with the City, Norfolk Southern Railroad, FRA, and MoDOT Multimodal to develop a plan that maximized safety & sound benefits while providing the most cost-effective solution for the City.

Susan Spiegel | [susan.spiegel@wenzvillemo.org](mailto:susan.spiegel@wenzvillemo.org)



## Rockford Junction Rail Consolidation

CITY OF ROCKFORD, IL

CMT assisted the City with its first rail consolidation project. The railroad track reconfiguration at the Rockford Junction included the permanent relocation and abandonment of the Illinois Railway onto the Chicago Central & Pacific through downtown Rockford.

CMT also facilitated a Value Engineering process that yielded savings as well as other key benefits in the scope of the project. A significant result was the decision to permanently relocate and consolidate the Illinois Railway line underneath the bridge with the Chicago Central & Pacific through downtown Rockford.

The rail consolidation project involved total reconstruction and geometric alternatives for the realignment of approximately 0.7 miles of track with improvements to the existing diamond crossing interchanges, removal of four highway/grade crossings and upgrading of five new at-grade crossings to High Speed Rail standards.

Tim Hinkens | [timothy.hinkens@rockfordil.gov](mailto:timothy.hinkens@rockfordil.gov)

## Additional Experience

- Railroad Grade Separation Feasibility Study - SIMPO, Marion, IL
- CN Railway CIP Coordination and Utility Permit Coordination, Mattoon, IL
- Rails-to-Trails Rock River Valley Greenway, Rockford, IL
- Morgan Street Revitalization & Rail Coordination, Rockford, IL
- US 160 RR Overpass & Rail Consolidation Study - West Plains, MO
- US 160 RR Overpass & Rail Consolidation Study - City of West Plains, MO

# Leaders in Rail Consultation



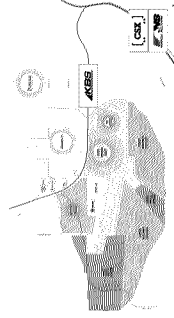
## SPRINGFIELD UNDERGROUND TRANSLOAD FACILITY

Springfield Underground,  
Springfield, MO



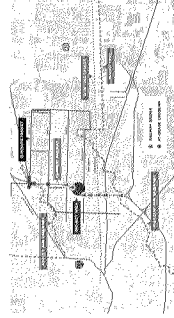
## RAILROAD GRADE SEPARATION FEASIBILITY STUDY

Southern Illinois Metropolitan Planning  
Organization (SIMPO), City of Marion, IL



## PURDUE UNIVERSITY AEROSPACE DISTRICT RAIL PLANNING

Purdue University, West  
Lafayette, IN



## SHERMAN PARK DEVELOPMENT

Indianapolis Department of  
Metropolitan Development,  
Indianapolis, IN



## AT-GRADE BNSF RAIL CROSSINGS SAFETY STUDY

BNSF Railway, MoDOT  
Multi-Model Department &  
Southwest District



## CITY-WIDE RAIL CONSOLIDATION PLAN & INDUSTRIAL PARK PLANNING

City of Marshfield, MO



## Rail Services Manager & Project Manager Steve Prange, PE

With over 17 years of experience, Steve has been responsible for managing multi-discipline design groups on over \$250M in transportation projects throughout the Midwest. Steve serves as CMT's lead railroad coordinator for municipal, state, and federal infrastructure projects and is a strong advocate for rail consolidation and safety improvements. He offers a diverse experience in planning, funding, negotiating, and partnering with over 20 railway companies to deliver fast track projects. On every project, Steve brings a contagious level of enthusiasm and collaboration, and his community-focused philosophy gets high marks from both clients and rail companies.



## Implementation & Planning Allen Smith, PE, SE

With nearly 30 years' experience, Allen spent most of the last 15 years on rail projects. His experience includes inspection, planning, design and construction management of a variety of project types. He is also a member of AREMA Committee 10.



## Grade Crossing Geometrics Ryan Stehn, PE

With CMT since 2015, Ryan has served as design engineer and project manager for all phases of various railroad projects. This experience includes joint Multi-Modal and BNSF Corridor Safety Studies and subsequent design, Springfield Underground Transload Facility Design, BNSF Track Survey, and Utility crossing coordination and permitting projects. He is committed to providing quality engineering services.



## Quiet Zone Compliance & Certification Matt DeMoss, EI

With a passion for improving safety and quality of life for those that live and work along our nation's railroads, Matt has been a key team member of CMT's Rail Team since 2017. He has worked on numerous railroad projects, including the MoDOT Rail Consolidation Project, Webster County Route 60 Corridor Study, and Wentzville Quiet Zone Project. He has experience in Grade Crossing Safety Evaluation, Utility Permitting and Coordination, and Quiet Zone Certification.

*"You answered the call and put us in a position to get this project funded! Thank You!"*

Tom Stehn - City Administrator, City of West Plains

*"[Steve] I appreciate all your willingness and your expertise in dealing with the railroad safety issues. You have a lot of knowledge and I personally appreciate your willingness to seek public input and go the extra mile to get it."*

Angela Eden - Communications Director, MoDOT Southwest District

# Value Based Solutions

## Scope of Work

The following scope of services provided below is estimated based on the engineering consultant activities detailed in the Request for Proposals.

The project scope includes 59 crossings, from Wheeling, IL to Antioch, IL (Wisconsin State Line), as shown on page 2 in **Exhibit A**. The following tasks included are provided as an estimate of work required to develop a Compliance Plan and Re-affirm the Lake County Quiet Zone:

1. Review the existing crossings, history, and agreements for the Lake County Quiet Zone (QZ) Corridor
2. Facilitate two joint agency meetings with the Lake County QZ stakeholders – one Kick-Off Meeting + one Improvement Plan Stakeholder Workshop
3. Field inspection and documentation of the existing conditions of all 59 crossings within the Quiet Zone Corridor
4. Identify and develop conceptual-level capital improvements plan to meet compliance and current FRA, ICC, and CN Railroad Quiet Zone regulations. This task includes identifying corrective actions of deficient crossings, an improvement and implementation plan, program cost estimate and conceptual level drawings (as necessary) A capital improvement plan and cost estimate will be developed for the entire Quiet Zone corridor and by community - allowing for future municipal planning and programming.
5. Perform Risk Index Assessment on existing crossings per FRA, ICC, an CN Railroad best practices and requirements.
6. Prepare and submit the selected Corrective Action Improvement Plan for compliance with the FRA by October 31<sup>st</sup>, 2020
7. Prepare and submit the necessary application and supporting documentation to the FRA to re-affirm the Lake County Quiet Zone Corridor (Q2 – 2021).
8. Facilitate necessary coordination efforts between the Lake County QZ, FRA, and CN Railroad.

NTE CONTRACT AMOUNT

\$35,000

TOTAL HOURS

236

## 2020 Standard Hourly Rates

| Classification                      | Regular Rate |
|-------------------------------------|--------------|
| Principal                           | \$ 230       |
| Project Engineer II                 |              |
| Project Architect II                | \$ 220       |
| Project Manager II                  |              |
| Project Environmental Specialist II |              |
| Project Engineer I                  |              |
| Project Architect I                 |              |
| Project Manager I                   | \$ 190       |
| Project Environmental Specialist I  |              |
| Project Structural Engineer I       |              |
| Sr. Structural Engineer II          | \$ 175       |
| Sr. Technician II                   | \$ 160       |
| Aerial Mapping Specialist           | \$ 155       |
| Sr. Engineer I                      |              |
| Sr. Architect I                     | \$ 150       |
| Sr. Structural Engineer I           |              |
| Land Surveyor                       |              |
| Technical Manager II                | \$ 140       |
| Environmental Specialist III        |              |
| Sr. Technician I                    | \$ 135       |
| Sr. Planner I                       |              |
| GIS Specialist                      |              |
| Engineer I                          | \$ 130       |
| Architect I                         |              |
| Structural Engineer I               |              |
| Environmental Specialist II         | \$ 115       |
| Technician II                       |              |
| Planner I                           |              |
| Technical Manager I                 |              |
| Environmental Specialist I          | \$ 95        |
| Technician I                        |              |
| Project Administrative Assistant    |              |
| Administrative/Accounting Assistant | \$ 60        |

## 2020 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** made between the Village of Buffalo Grove, whose address is 51 Raupp Boulevard, Buffalo Grove, IL 60089 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 1631 W. Elfindale Street, Springfield, Missouri 65807, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

CMT has prepared a contract for services the development and submittal of a corrective action compliance plan for the highway/rail grade crossings within the Lake County Quiet Zone corridor, from Wheeling, IL to Antioch, IL by October 31, 2020. Additionally, this project includes the preparation and submittal of the Quiet Zone periodic re-affirmation documentation in Quarter 2 of 2021. To accomplish the above-mentioned tasks, CMT will perform an Existing Condition Analysis of each crossing within the Quiet Zone, a Risk Index Analysis, and provide coordination efforts with the CN Railway, as necessary.

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- ☒ On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- ☐ At the lump sum amount of \_\_\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

Quiet Zone consulting services will be provided in accordance with the hourly rates and service schedule provided in Attachment A. The city will authorize all work order requests as part of this on-call contract and the not-to-exceed total for these services is set at \$35,000 for services provided from September 2020 to June 2021.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CLIENT:**

\_\_\_\_\_  
(Client Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**ENGINEER:**

\_\_\_\_\_  
CRAWFORD, MURPHY & TILLY, INC.

  
(Signature)

\_\_\_\_\_  
Steve J. Prange, PE – Vice President  
(Name and Title)

08.31.2020  
Date

CMT Job No. \_\_\_\_\_

Attachment: CMT QZ Proposal (Quiet Zone Engineering Services)

**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

**1. Standard of Care**

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

**2. Reuse of Document**

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

**3. Termination**

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

**4. Parties to the Agreement**

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

**5. Construction and Safety**

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

**6. Payment**

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

**7. Indemnification for Release of Pollutants**

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

**8. Risk Allocation ☐ Check box if this does not apply**

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

**9. Project Schedule and Scope**

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

## ATTACHMENT A Scope of Work

The following scope of services provided below is estimated based on the engineering consultant activities detailed in the Request for Proposals. The project scope includes 59 crossings, from Wheeling, IL to Antioch, IL (Wisconsin State Line), as shown on in **Exhibit A**. The following tasks included are provided as an estimate of work required to develop a Compliance Plan and Re-affirm the Lake County Quiet Zone:

1. Review the existing crossings, history, and agreements for the Lake County Quiet Zone (QZ) Corridor
2. Facilitate two joint agency meetings with the Lake County QZ stakeholders – one Kick-Off Meeting + one Improvement Plan Stakeholder Workshop
3. Field inspection and documentation of the existing conditions of all 59 crossings within the Quiet Zone Corridor
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5. Perform Risk Index Assessment on existing crossings per FRA, ICC, an CN Railroad best practices and requirements.
6. Prepare and submit the selected Corrective Action Improvement Plan for compliance with the FRA by October 31st, 2020
7. Prepare and submit the necessary application and supporting documentation to the FRA to re-affirm the Lake County Quiet Zone Corridor (Q2 – 2021).
8. Facilitate necessary coordination efforts between the Lake County QZ, FRA, and CN Railroad.

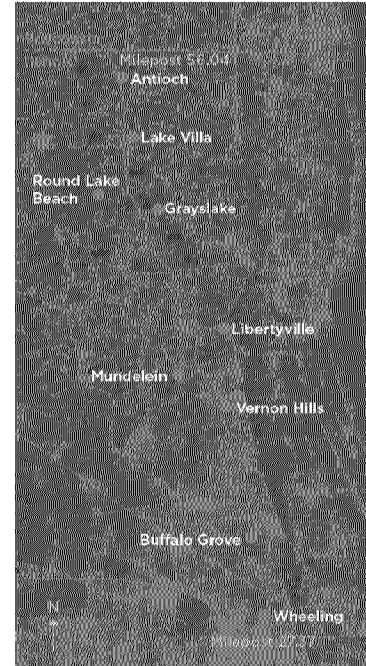


Exhibit A. Lake County Quiet Zone

**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**JANUARY 1, 2020**

| <b>Classification</b>                                                                                                                 | <b>Regular Rate</b> |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Principal                                                                                                                             | \$ 230              |
| Project Engineer II<br>Project Architect II<br>Project Manager II<br>Project Environmental Specialist II                              | \$ 220              |
| Project Engineer I<br>Project Architect I<br>Project Manager I<br>Project Environmental Specialist I<br>Project Structural Engineer I | \$ 190              |
| Sr. Structural Engineer II                                                                                                            | \$ 175              |
| Sr. Technician II                                                                                                                     | \$ 160              |
| Aerial Mapping Specialist                                                                                                             | \$ 155              |
| Sr. Engineer I<br>Sr. Architect I<br>Sr. Structural Engineer I<br>Land Surveyor                                                       | \$ 150              |
| Technical Manager II<br>Environmental Specialist III                                                                                  | \$ 140              |
| Sr. Technician I                                                                                                                      | \$ 135              |
| Sr. Planner I<br>GIS Specialist<br>Engineer I<br>Architect I<br>Structural Engineer I                                                 | \$ 130              |
| Environmental Specialist II<br>Technician II                                                                                          | \$ 115              |
| Planner I<br>Technical Manager I<br>Environmental Specialist I<br>Technician I<br>Project Administrative Assistant                    | \$ 95               |
| Administrative/Accounting Assistant                                                                                                   | \$ 60               |

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2021.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH CRAWFORD, MURPHY & TILLY (CMT), INC.**

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

**WHEREAS**, the Village seeks to enter into an Engineering Services Agreement with CMT, Inc. for The Quiet Zone Recertification with the Federal Railroad Administration(FRA),

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

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

**SECTION 2.** The Village Manager is authorized to enter into an Engineering Services Agreement with CMT, Inc. for the Quiet Zone Recertification with the Federal Railroad Administration (FRA) at a price not to exceed \$35,000.

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: CMT Ordinance (Quiet Zone Engineering Services)





## Action Item : Ground Emergency Medical Transport Supplemental Payment Program

### Recommendation of Action

Staff recommends approval of Intergovernmental Agreement with the Illinois Department of Health and Human Services

SUMMARY: The Illinois Department of Healthcare and Family Services received approval from the Centers for Medicare and Medicaid Services to alter the payment structure for Medicaid ambulance transports. Municipal fire departments can now participate in the Ground Emergency Medical Transport supplemental payment program.

### ATTACHMENTS:

- GEMT Summary Memo (DOCX)
- 08-28-20 GEMT IGA 2021 Final (DOCX)

**Trustee Liaison**  
Smith

**Staff Contact**  
Mike Baker, Fire

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE



## MEMORANDUM

**DATE:** September 14, 2020

**TO:** Dane Bragg, Village Manager  
Chris Black, Finance Director

**FROM:** Mike Baker, Fire Chief/Emergency Management Director

**SUBJECT:** Ground Emergency Medical Transport Supplemental Payment Program

In 2019, the Illinois Department of Healthcare and Family Services (HFS) submitted an application to the Centers for Medicare and Medicaid Services (CMS) to alter the payment structure for Medicaid ambulance transports. CMS subsequently approved the application and today, interested municipal fire departments can opt into the Ground Emergency Medical Transport (GEMT) supplemental payment program.

Currently, CMS funds Medicaid services provided by the Department at a rate far below the Village's billing schedule and the cost of providing the service. Through GEMT's cost verification process, CMS will allow the Village to seek the difference between the current HFS reimbursement and the current Buffalo Grove adopted rate. While CMS will render full payment to the Village under the GEMT program, the program requires that the Village return 50% of the GEMT supplemental funds to HFS through an intergovernmental transfer. This program does not alter the Village's ambulance billing ordinance nor impact any user billing for the Buffalo Grove Fire Department's ambulance service.

### Estimated Revenue Impact

Should the Village opt into the GEMT program, the Village will experience an increase in ambulance fee revenue. However, it is important to note that while the cost analysis establishes that costs exceed the CMS rate, the Village is only eligible for reimbursement on the difference between the Village's adopted ambulance fee and the CMS rate. The Village will be ineligible for reimbursement on any expense that exceeds the adopted ambulance fee.

| Call Type                                                              | Current Medicaid Reimbursement | Adopted Buffalo Grove Fee | Eligible 2019 Calls | Estimated Revenue  |
|------------------------------------------------------------------------|--------------------------------|---------------------------|---------------------|--------------------|
| BLS                                                                    | \$142.63                       | \$850.00                  | 40                  | \$28,294.80        |
| ALS                                                                    | \$222.31                       | \$1,100.00                | 126                 | \$110,588.94       |
| Potential Revenue Increase after HFS remittance and PBS Collection Fee |                                |                           |                     | <b>\$65,969.78</b> |

### Requirements of Participation

In order to become eligible for supplemental funding through the GEMT program, annual certification of costs and regular intergovernmental transfers are required. The submitted cost analysis aids in setting the reimbursement rates for the coming year, while the intergovernmental transfers allow for enhanced funding to continue.

*Intergovernmental Agreement and Transfers*

To enable participation in the GEMT program, the Village must adopt an Inter-Governmental Agreement (IGA) enabling fund transfers to HFS. HFS will continuously track eligible calls and reimbursed funds and will invoice the Village on a quarterly basis for 50% of the supplemental funds received by the Village from CMS. These funds will then be remitted through ACH payments processed through HFS' third party payment processing provider, JetPay.

*Annual Cost Reporting*

By September 1<sup>st</sup> of each year, the Department must submit a cost analysis report to HFS which seeks to identify the cost of providing emergency medical service. The report annually certifies that the Department's costs exceed CMS' established fees and as a result, the supplemental funding amount is established for the coming calendar year. Costs are determined based upon the audited actual figures from the previous year. It is estimated that approximately one hour per month of Village staff time will be needed to maintain the required cost analysis.

**Recommendation**

While participation in the GEMT program requires investment of staff time to meet the additional reporting and remittance requirements, participation would enable the Village to seek additional reimbursement for emergency medical services provided in support of the federal Medicaid program. The IGA has been reviewed by Village legal counsel.

**Attachments**

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES  
AND  
THE VILLAGE OF BUFFALO GROVE  
2021-20-\_\_**

The Illinois Department of Healthcare and Family Services (the “Department” or “HFS”) and the Village of Buffalo Grove, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “IGA Act”) and Section 2-32-030 of the Municipal Code of Chicago, hereby enter into this Intergovernmental Agreement (the “Agreement”) in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I  
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the “Public Aid Code”), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the fee-schedule rate for Provider on the Department’s rate sheet for the Provider as of September 30, 2019.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

**ARTICLE II  
INTERGOVERNMENTAL TRANSFER**

## INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

### ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

### ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2021, provided Provider's Cost Report was received by the Department on or before October 1, 2020, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

### ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement,

## INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider 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.

## ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 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.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

## INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS:            Mary.Doran@illinois.gov  
                         Kiran.Mehta@illinois.gov

To Local Government: fire@vbg.org

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

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

## INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

## LOCAL GOVERNMENT

SIGNATURE \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY  
SERVICES\_\_\_\_\_  
THERESA EAGLESON  
DIRECTOR

DATE: \_\_\_\_\_

Attachment: 08-28-20 GEMT IGA 2021 Final (Ground Emergency Medical Transport Supplemental Payment Program)





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**Ordinance No. O-2020-62 : An Ordinance Amending Fees and Fines**

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**Recommendation of Action**

Staff recommends approval.

SUMMARY: As discussed at the August 3, 2020 Committee of the Whole meeting, a draft ordinance has been prepared to address the proposed amendments to the Village's Fees & Fines schedules and related text amendments to the Buffalo Grove Municipal Code.

**ATTACHMENTS:**

- VB Memo Fee & Fines 2021 (DOCX)
- Draft Ord Fees & Fines (DOC)

**Trustee Liaison**

Weidenfeld

**Staff Contact**

Dane Bragg, Office of the Village Manager

|                            |  |
|----------------------------|--|
| Monday, September 21, 2020 |  |
|----------------------------|--|

# VILLAGE OF BUFFALO GROVE



## MEMORANDUM

**DATE:** September 16, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Julie Kamka, Deputy Village Clerk  
**SUBJECT:** Fees & Fines

### Overview

As discussed at the August 3, 2020 Committee of the Whole meeting, a draft ordinance has been prepared to address the proposed amendments to the Village's Fees & Fines schedules and related text amendments to the Buffalo Grove Municipal Code.

Proposed changes to Chapter 1.16 – Fee Schedule are listed in the Table below:

| Code Section           | Classification                                                      | Fee     |
|------------------------|---------------------------------------------------------------------|---------|
| 3.36.030               | Nonresident who utilizes the emergency medical service: BLS         | \$1,300 |
| 3.36.030               | Nonresident who utilizes the emergency medical service: ALS Level 1 | \$1,475 |
| 3.36.030               | Nonresident who utilizes the emergency medical service: ALS Level 2 | \$1,675 |
| 3.36.030               | Resident who utilizes the emergency medical service: BLS            | \$975   |
| 3.36.030               | Resident who utilizes the emergency medical service: ALS Level 1    | \$1,275 |
| 3.36.030               | Resident who utilizes the emergency medical service: ALS Level 2    | \$1,500 |
| 6.08.030 subsection C. | Animal impound fee per day                                          | \$25    |

### Chapter 2.62 – Village code hearing jurisdiction

Section 2.62.015, Village code hearing jurisdiction to be amended to add subsection E. which doubles the fine amount for a default of a notice of violation.

E. Increase in fine amount if unpaid. A person who fails to appear at a hearing, fails to contest a notice of violation or fails to file a motion to set aside default judgement within twenty-one days of the issuance of a default order, the original fine amount shall double.

Proposed changes to Chapter 2.62.015-1 – Table of Offenses and Fines are listed in the Table below:

| Chapter/Section                                                                          | Title/Offenses                                                                                                                               | Minimum Fine/Fine Paid Before Hearing | Maximum Fine* | Minimum Fine Must Appear At Hearing |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------|-------------------------------------|
| <b><u>Chapter 9.16</u></b>                                                               | <b>Buffalo Grove<br/>Controlled Substances<br/>Adoption by reference<br/>of the Illinois Cannabis<br/>Regulation and Tax Act<br/>(ICRTA)</b> |                                       |               |                                     |
| ICRTA 10-5<br><u>9.16.020.A</u> - For<br>residents of the<br>State of Illinois           | Possession of Cannabis<br>(over 30 grams of<br>cannabis flower)                                                                              | \$150                                 | \$250         |                                     |
| ICRTA 10-5, 10-10<br><u>9.16.020.B</u> - For<br>residents of the<br>State of Illinois    | Possession of Adult Use<br>Cannabis with more than<br>500 milligrams of THC<br>contained cannabis-<br>infused product                        | \$150                                 | \$250         |                                     |
| ICRTA 10-5, 10-10<br><u>9.16.020.C</u> - For<br>residents of the<br>State of Illinois    | Possession of more than 5<br>grams of cannabis<br>concentrate                                                                                | \$150                                 | \$250         |                                     |
| ICRTA 10-5, 10-10<br><u>9.16.020.D</u> - For<br>residents of the<br>State of Illinois    | Possession of Adult Use<br>Cannabis of persons<br>under 21                                                                                   | \$150                                 | \$250         |                                     |
| ICRTA 10-5, 10-10<br><u>9.16.020.E</u> - For<br>nonresidents of the<br>State of Illinois | Possession of Cannabis<br>(over 15 grams of<br>cannabis flower)                                                                              | \$150                                 | \$250         |                                     |
| ICRTA 10-5, 10-10<br><u>9.16.020.F</u> - For<br>nonresidents of the<br>State of Illinois | Possession of Adult Use<br>Cannabis with more than<br>250 milligrams of THC<br>contained in cannabis-<br>infused product                     | \$150                                 | \$250         |                                     |
| ICRTA 10-5, 10-10<br><u>9.16.020.G</u> - For<br>nonresidents of the<br>State of Illinois | Possession of more than<br>2.5 grams of cannabis<br>concentrate                                                                              | \$150                                 | \$250         |                                     |
| ICRTA 10-5, 10-10<br><u>9.16.020.H</u> - For<br>nonresidents of the<br>State of Illinois | Possession of Adult Use<br>Cannabis of persons<br>under 21                                                                                   | \$150                                 | \$250         |                                     |

|                                                  |                                                                                                                                                                                                                                           |       |       |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|
| ICRTA 10-5, 10-10,<br>10-15<br><u>9.16.020.I</u> | Possession, consumption,<br>use, purchase, obtaining,<br>transporting, or<br>cultivating cannabis not<br>otherwise in accordance<br>with ICRTA                                                                                            | \$150 | \$200 |
| ICRTA 10-5, 10-20<br><u>9.16.020.J</u>           | Use of false identification<br>to obtain cannabis                                                                                                                                                                                         | \$150 | \$250 |
| ICRTA 10-20, 10-<br>35<br><u>9.16.020.K</u>      | Sale, transferring and/or<br>facilitation the use of<br>Cannabis not in<br>conformance with ICRTA                                                                                                                                         | \$150 | \$250 |
| ICRTA 10-35<br><u>9.16.020.L</u>                 | Undertaking tasks,<br>possession, use, smoking,<br>operating, navigating or<br>being in actual physical<br>control of any motor<br>vehicle, aircraft or<br>motorboat while using<br>cannabis in violation of<br>the Illinois Vehicle Code | \$150 | \$250 |
| ICRTA 10-35<br><u>9.16.020.M</u>                 | Possession and/or<br>consumption in a<br>prohibited public place<br>and/or otherwise in<br>violation of State statute                                                                                                                     | \$150 | \$250 |
| <b><u>Chapter 9.48</u></b>                       | <b>Trespass and Damage<br/>to Property</b>                                                                                                                                                                                                |       |       |
| <u>9.48.020</u>                                  | Trespass                                                                                                                                                                                                                                  |       | \$150 |
| 9.48.030.A.                                      | Damage to Village<br>Property                                                                                                                                                                                                             |       | \$150 |
| <u>9.48.040</u>                                  | Graffiti                                                                                                                                                                                                                                  |       | \$150 |
| <b><u>Chapter 9.52</u></b>                       | <b>Theft</b>                                                                                                                                                                                                                              |       |       |
| <u>9.52.020</u>                                  | Theft                                                                                                                                                                                                                                     |       | \$200 |
| 9.52.020                                         | Retail Theft                                                                                                                                                                                                                              |       | \$250 |
| <b><u>Chapter 9.68</u></b>                       | <b>Curfew</b>                                                                                                                                                                                                                             |       |       |
| <u>9.68.010</u>                                  | Curfew                                                                                                                                                                                                                                    |       | \$100 |

#### Chapter 9.16.020 - Cannabis

Each offense has been issued at separate subsection to allow the Police Department to track each offense separately for reporting purposes.

#### 9.52.020 - Designated acts.

Section 9.52.020 to be amended to add subsection E to read as follows:

- A. A person commits the offense of retail theft when he or she knowingly:
1. Takes possession of, carries away, transfers or causes to be carried away or transferred, any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant

permanently of the possession, use or benefit of such merchandise without paying the full retail value of such merchandise; or

2. Alters, transfers or removes any label, price tag, marking, indicia of value or any other markings which aid in determining value affixed to any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment and attempts to purchase such merchandise personally or in consort with another at less than the full retail value with the intention of depriving the merchant of the full retail value of such merchandise; or
3. Transfers any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise; or
4. Underrings with the intention of depriving the merchant of the full retail value of the merchandise.

A separate fine amount for Retail Theft has also been added to the Chapter 2.62.015-1 – Table of Offenses and Fines.

Underlined = addition  
 Strikeout = deletion

9/1/2020

**ORDINANCE NO. 2020 - \_\_\_\_**

**AN ORDINANCE AMENDING FEES AND FINES**

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

**WHEREAS**, the Village desires to amend its fees and fines because the existing rate does not adequately cover the cost of the service, no fee/fine existed previously, the fine is no longer a deterrent to noncompliance, or the fee is lower than other municipal comparables for similar service; and

**WHEREAS**, the Village desires to amend Fees and Fines Schedule, as follows.

**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 into and made a part of this Ordinance as if fully set forth herein.

**Section 2.** Sections 3.36.030 and 6.08.030.C of Section 1.16.010, Fee Schedule of the Buffalo Grove Municipal Code are hereby amended to read as follows:

| Buffalo Grove<br>Municipal Code<br>Section | Classification                                                      | Fee                                     |
|--------------------------------------------|---------------------------------------------------------------------|-----------------------------------------|
| 3.36.030                                   | Nonresident who utilizes the emergency medical service: BLS         | <del>\$1,100.00</del><br><u>\$1,300</u> |
| 3.36.030                                   | Nonresident who utilizes the emergency medical service: ALS Level 1 | <del>\$1,200.00</del><br><u>\$1,475</u> |
| 3.36.030                                   | Nonresident who utilizes the emergency medical service: ALS Level 2 | <del>\$1,400.00</del><br><u>\$1,675</u> |
| 3.36.030                                   | Resident who utilizes the emergency medical service: BLS            | <del>\$850.00</del><br><u>\$975</u>     |
| 3.36.030                                   | Resident who utilizes the emergency medical service: ALS Level 1    | <del>\$1,100.00</del><br><u>\$1,275</u> |
| 3.36.030                                   | Resident who utilizes the emergency medical service: ALS Level 2    | <del>\$1,300.00</del><br><u>\$1,500</u> |

|                                       |                                                                                                                                                |                                |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 6.08.030<br>subsection C.             | Animal impound fee per day                                                                                                                     | <del>\$15.00</del> <u>\$25</u> |
| <del>6.08.030<br/>subsection C.</del> | <del>Additional fee for animals not wearing a current license tag (in addition to the payment for a license if the animal is unlicensed)</del> | <del>\$100.00</del>            |
| <del>6.08.030<br/>subsection C.</del> | <del>Additional fee for dogs running at large</del>                                                                                            | <del>\$50.00</del>             |
| <del>6.08.030<br/>subsection C.</del> | <del>Additional fee for second and subsequent offenses of a dog running at large</del>                                                         | <del>\$100.00</del>            |

**Section 3.** Section 2.62.015, Village code hearing jurisdiction, of the Buffalo Grove Municipal Code is hereby amended as follows:

A. An administrative adjudication proceeding pursuant to this Chapter may be initiated for any alleged violation of the Buffalo Grove Municipal Code, the International Building Code ("IBC"), the International Property Maintenance Code ("IPMC"), the International Residential Code One- and Two-Family Dwellings (IRC), and the Illinois Vehicle Code ("IVC") (Illinois Compiled Statutes, Chapter 625), except for:

1. An offense that is a traffic regulation governing the movement of vehicles,
2. Any reportable offenses under Section 6-204 of the Illinois Vehicle Code, and
3. Any matters under the jurisdiction of Chapter 2.63, Village Traffic Administrative Hearing System.

B. Any violation prosecuted under administrative adjudication which is not listed in Table 2.62.015-1 of this Chapter is subject to the general penalty provisions of Chapter 1.08 of this Code.

C. Any offense listed in Table 2.62.015-1 of this Chapter may be settled, compromised and paid in the respective amounts and within the respective time frames set forth in Table 2.62.015-1, Table of Offenses and Fines, of this Chapter except as set forth in Subsection D. hereof.

D. A violation of any of the offenses, except for offenses in Chapter 10.16 of the Buffalo Grove Municipal Code, set forth in Table 2.62.015-1 by a juvenile (17 years and under) require the juvenile to appear at the administrative adjudication hearing and are not subject to the pre-pay option as set forth in said Table.

E. Increase in fine amount if unpaid. A person who fails to appear at a hearing, fails to contest a notice of violation or fails to file a motion to set aside default judgement within thirty-five days of the issuance of a default order, the original fine amount shall double.

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**Section 4.** Table 2.62.015-1, Table of Offenses and Fines, of the Buffalo Grove Municipal Code is hereby amended by changing the following offenses of Sections 6.12.020, 9.16.020, 9.48.020, 9.48.030.A, 9.48.040, 9.52.020 and 9.68.010 as follows:

| Chapter/Section | Title/Offenses | Minimum Fine/Fine Paid Before | Maximum Fine* | Minimum Fine Must |
|-----------------|----------------|-------------------------------|---------------|-------------------|
|-----------------|----------------|-------------------------------|---------------|-------------------|

|                                                                                                   |                                                                                                                                 | Hearing                       |                  | Appear<br>At Hearing |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|----------------------|
| <del>6.12.020</del>                                                                               | <del>No Dog or Cat License</del>                                                                                                | <del>\$100</del>              |                  |                      |
| <b>Chapter 9.16</b>                                                                               | <b>Buffalo Grove Controlled Substances Adoption by reference of the Illinois Cannabis Regulation and Tax Act (ICRTA)</b>        |                               |                  |                      |
| ICRTA 10-5<br>9.16.020.A - For residents of the State of Illinois                                 | Possession of Cannabis (over 30 grams of cannabis flower)                                                                       | <del>\$100</del> <u>\$150</u> | \$250            |                      |
| ICRTA 10-5, 10-10<br>9.16.020.B - For residents of the State of Illinois                          | Possession of Adult Use Cannabis with more than 500 milligrams of THC contained cannabis-infused product                        | <del>\$100</del> <u>\$150</u> | \$250            |                      |
| ICRTA 10-5, 10-10<br>9.16.020.C - For residents of the State of Illinois                          | Possession of more than 5 grams of cannabis concentrate                                                                         | <del>\$100</del> <u>\$150</u> | \$250            |                      |
| <del>ICRTA 10-5, 10-10</del><br><del>9.16.020.D - For residents of the State of Illinois</del>    | <del>Possession of Adult Use Cannabis of persons under 21</del>                                                                 | <del>\$150</del>              | <del>\$250</del> |                      |
| ICRTA 10-5, 10-10<br>9.16.020.E - For nonresidents of the State of Illinois                       | Possession of Cannabis (over 15 grams of cannabis flower)                                                                       | <del>\$100</del> <u>\$150</u> | \$250            |                      |
| ICRTA 10-5, 10-10<br>9.16.020.F - For nonresidents of the State of Illinois                       | Possession of Adult Use Cannabis with more than 250 milligrams of THC contained in cannabis-infused product                     | <del>\$100</del> <u>\$150</u> | \$250            |                      |
| ICRTA 10-5, 10-10<br>9.16.020.G - For nonresidents of the State of Illinois                       | Possession of more than 2.5 grams of cannabis concentrate                                                                       | <del>\$100</del> <u>\$150</u> | \$250            |                      |
| <del>ICRTA 10-5, 10-10</del><br><del>9.16.020.H - For nonresidents of the State of Illinois</del> | <del>Possession of Adult Use Cannabis of persons under 21</del>                                                                 | <del>\$150</del>              | <del>\$250</del> |                      |
| ICRTA 10-5, 10-10,<br>10-15<br>9.16.020.I                                                         | Possession, consumption, use, purchase, obtaining, transporting, or cultivating cannabis not otherwise in accordance with ICRTA | <del>\$100</del> <u>\$150</u> | \$200            |                      |



|                                          |                                                                                                                                                                                                                   |                               |       |                               |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------|-------------------------------|
| ICRTA 10-5, 10-20<br>9.16.020. <u>J</u>  | Use of false identification to obtain cannabis                                                                                                                                                                    | <del>\$100</del> <u>\$150</u> | \$250 |                               |
| ICRTA 10-20, 10-35<br>9.16.020. <u>K</u> | Sale, transferring and/or facilitation the use of Cannabis not in conformance with ICRTA                                                                                                                          | <del>\$100</del> <u>\$150</u> | \$250 |                               |
| ICRTA 10-35<br>9.16.020. <u>L</u>        | Undertaking tasks, possession, use, smoking, operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while using cannabis in violation of the Illinois Vehicle Code | <del>\$100</del> <u>\$150</u> | \$250 |                               |
| ICRTA 10-35<br>9.16.020. <u>M</u>        | Possession and/or consumption in a prohibited public place and/or otherwise in violation of State statute                                                                                                         | <del>\$100</del> <u>\$150</u> | \$250 |                               |
| <b>Chapter 9.48</b>                      | <b>Trespass and Damage to Property</b>                                                                                                                                                                            |                               |       |                               |
| 9.48.020                                 | Trespass                                                                                                                                                                                                          |                               |       | <del>\$100</del> <u>\$150</u> |
| 9.48.030.A.                              | Damage to Village Property                                                                                                                                                                                        |                               |       | <del>\$100</del> <u>\$150</u> |
| 9.48.040                                 | Graffiti                                                                                                                                                                                                          |                               |       | <del>\$75</del> <u>\$150</u>  |
| <b>Chapter 9.52</b>                      | <b>Theft</b>                                                                                                                                                                                                      |                               |       |                               |
| 9.52.020                                 | Theft                                                                                                                                                                                                             |                               |       | \$200                         |
| <u>9.52.020</u>                          | <u>Retail Theft</u>                                                                                                                                                                                               |                               |       | <u>\$250</u>                  |
| <b>Chapter 9.68</b>                      | <b>Curfew</b>                                                                                                                                                                                                     |                               |       |                               |
| 9.68.010                                 | Curfew                                                                                                                                                                                                            |                               |       | <del>\$75</del> <u>\$100</u>  |

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**Section 5.** Section 9.16.020, Possession prohibited, of the Buffalo Grove Municipal Code is hereby amended to read as follows:

**9.16.020 - Possession prohibited.**

It is unlawful for any person to grow, possess, sell, give away, barter, deliver, exchange, distribute or administer any cannabis unless it conforms in all respects with the State of Illinois Cannabis Regulation and Tax Act.

A. Possession of Cannabis (over 30 grams of cannabis flower) for residents of the State of Illinois.

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B. Possession of Adult Use Cannabis with more than 500 milligrams of THC contained cannabis-infused product for residents of the State of Illinois.

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C. Possession of more than 5 grams of cannabis concentrate for residents of the State of Illinois.

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D. Possession of Adult Use Cannabis of persons under 21.

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E. Possession of Cannabis (over 15 grams of cannabis flower) for nonresidents of the State of Illinois.

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F. Possession of Adult Use Cannabis with more than 250 milligrams of THC in cannabis-infused product for nonresidents of the State of Illinois.

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G. Possession of more than 2.5 grams of cannabis concentrate for nonresidents of the State of Illinois.

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H. Possession of Adult Use Cannabis of persons under 21 for nonresidents of the State of Illinois.

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I. Possession, consumption, use, purchase, obtaining, transporting, or cultivating cannabis not otherwise in accordance with ICRTA.

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J. Use of false identification to obtain cannabis.

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K. Sale, transferring and/or facilitation the use of Cannabis not in conformance with ICRTA.

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L. Undertaking tasks, possession, use, smoking, operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while using cannabis in violation of the Illinois Vehicle Code.

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M. Possession and/or consumption in a prohibited public place and/or otherwise in violation of State statute.

**Section 6.** Section 9.52.020, Designated acts, of the Buffalo Grove Municipal Code is hereby amended to read as follows:

**9.52.020 - Designated acts.**

No person shall:

- A. Obtain or exert unauthorized control over property of the owner; or
- B. Obtain by deception control over property of the owner; or
- C. Obtain by threat control over property of the owner;
- D. Obtain control over stolen property knowing the property to have been stolen by another, or under such circumstances as would reasonably induce them to believe that the property was stolen, and:
  1. Intends to deprive the owner permanently of the use or benefit of the property, or
  2. Knowingly uses, conceals or abandons the property in such manner to deprive such owner permanently of such use or benefit, or
  3. Uses, conceals or abandons the property knowing that such use, concealment or abandonment probably will deprive the owner permanently of such use or benefit.

E. A person commits the offense of retail theft when he or she knowingly:

1. Takes possession of, carries away, transfers or causes to be carried away or transferred, any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant permanently of the possession, use or benefit of such merchandise without paying the full retail value of such merchandise; or
2. Alters, transfers or removes any label, price tag, marking, indicia of value or any other markings which aid in determining value affixed to any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment and attempts to purchase such merchandise personally or in consort with another at less than the full retail value with the intention of depriving the merchant of the full retail value of such merchandise; or
3. Transfers any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise; or
4. Underrings with the intention of depriving the merchant of the full retail value of the merchandise.

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**Section 7.** 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 8.** This Ordinance shall be in full force and effect from and after its passage, approval and publication. This Ordinance may be published in pamphlet form.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PASSED: \_\_\_\_\_, 2020.

APPROVED: \_\_\_\_\_, 2020.

PUBLISHED: \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet M. Sirabian, Village Clerk



## Ordinance No. O-2020-63 : Vector/Target Solutions Software

### Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends authorizing the Village Manager to execute an amendment to the current Agreement with Vector Solutions/Target Solutions in a total amount not to exceed \$31,800.26, pending final review and approval by the Village Attorney,

### ATTACHMENTS:

- Memo TS (DOCX)
- TargetSolutions 8-24-2020 (PDF)
- TS Ordinance (DOCX)

**Trustee Liaison**  
Smith

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE



## MEMORANDUM

**DATE:** September 16, 2020

**TO:** Dane Bragg, Village Manager

**FROM:** William Baker, Fire Chief  
Brett Robinson, Purchasing Manager

**SUBJECT:** Vector Solutions/Target Solutions

### Background

The Village has been using Vector Solutions/Target Solutions Training Platform very successfully for the past year. When evaluating scheduling software and asset inventory and management software, Fire staff felt the Target Solutions software was an excellent fit for the department's needs.

The Foreign Fire Tax committee elected to dedicate \$8,500 to offset the initial costs of adding the Scheduling, Facility and Equipment software products.

As the Village already has an agreement in place with Target Solutions an amendment to the existing agreement is proposed. A cost breakdown of the requested services is shown below.

| Software                                                                                             | Cost                |
|------------------------------------------------------------------------------------------------------|---------------------|
| Target Solutions Training Software 2019-2020                                                         | \$ 5,519.00         |
| <b>Total Costs paid in 2019</b>                                                                      | <b>\$ 5,519.00</b>  |
| Target Solutions Training Software 2020-2021                                                         | \$ 5,673.72         |
| Target Solutions Fire EMS Station 2020-2021                                                          | \$ 450.00           |
| Target Solutions Fire EMS Vehicles 2020-2021                                                         | \$ 2,139.00         |
| Target Solutions Scheduling 2020-2021                                                                | \$ 3,456.00         |
| <b>Total Cost</b>                                                                                    | <b>\$ 11,718.72</b> |
| Foreign Fire Tax Commitment                                                                          | \$ (8,500.00)       |
| <b>Total Cost in 2020</b>                                                                            | <b>\$ 3,218.72</b>  |
| Target Solutions Training Software 2021-2022                                                         | \$ 5,830.71         |
| Target Solutions Fire EMS Station 2021-2022                                                          | \$ 600.00           |
| Target Solutions Fire EMS Vehicles 2021-2022                                                         | \$ 2,852.00         |
| Target Solutions Scheduling 2021-2022                                                                | \$ 4,608.00         |
| <b>Total Cost in 2021</b>                                                                            | <b>\$ 13,890.71</b> |
| <b>Total Expenditure for Software under the Agreement<br/>not including reimbursement by the FFT</b> | <b>\$ 31,128.43</b> |

Attachment: Memo TS (O-2020-63 : Vector/Target Solutions Software)

**Recommendation**

Village Staff recommend Authorizing the Village Manager to execute an agreement amending the current Agreement with Vector Solutions/Target Solutions to add the software services detailed in said agreement, pending final review and approval by the Village Attorney, in a total amount not to exceed \$31,128.43

## Schedule A – Revision

This Contract Revision Form supplements and amends Schedule A to the Client Agreement identified below between the Vector Solutions entity (TargetSolutions Learning LLC) and the Client named below and is effective on the date of the last signature below (Contract Revision Order No. 1 Effective Date)

**Date:** Monday, August 24, 2020

### Client Information

|                                                                      |                                                 |
|----------------------------------------------------------------------|-------------------------------------------------|
| <b>Client Name:</b> Buffalo Grove Fire Department (IL)               |                                                 |
| <b>Address:</b><br>1051 Highland Grove Dr<br>Buffalo Grove, IL 60089 |                                                 |
| <b>Primary Contact Name:</b><br>Shawn Collins                        | <b>Primary Contact Phone:</b><br>(847) 537-0995 |

### Agreement Term

|                                      |                                                                       |
|--------------------------------------|-----------------------------------------------------------------------|
| <b>Effective Date:</b><br>09/30/2020 | <b>Initial Term:</b><br>9 months. Subsequent renewals every 12 months |
|--------------------------------------|-----------------------------------------------------------------------|

### Invoicing Contact Information (Please fill in missing information)

|                                                                                    |             |                                         |                                 |
|------------------------------------------------------------------------------------|-------------|-----------------------------------------|---------------------------------|
| <b>Billing Contact Name:</b> Shawn Collins                                         |             |                                         |                                 |
| <b>Billing Address:</b><br>1051 Highland Grove Dr<br>Buffalo Grove, Illinois 60089 |             | <b>Billing Phone:</b><br>(847) 537-0995 |                                 |
| <b>Billing Email:</b><br>scollins@vbg.org                                          | <b>PO#:</b> | <b>Billing Frequency:</b><br>Quarterly  | <b>Payment Terms:</b><br>Net 30 |

### Pro-Rated Fees (09/30/2020 - 06/29/2021)

| Product                                      | Description                                                                                                                                   | Qty | Price    | Sub Total  |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------------|
| TargetSolutions Check It - Fire/EMS Stations | Technology for managing routine truck, equipment, and inventory inspections                                                                   | 3   | \$150.00 | \$450.00   |
| TargetSolutions Check It - Fire/EMS Vehicles | Technology for managing routine truck, equipment, and inventory inspections                                                                   | 23  | \$93.00  | \$2,139.00 |
| TargetSolutions Scheduling                   | With TargetSolutions Scheduling, you can coordinate schedules, oversee employee hours, manage overtime, simplify communication and much more. | 64  | \$54.00  | \$3,456.00 |

**Pro-Rated Total: \$6,045.00**

### Fees (6/30/2021 - 06/29/2022)

| Product                                      | Description                                                                                                                                   | Qty | Price    | Sub Total  |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------------|
| TargetSolutions Check It - Fire/EMS Stations | Technology for managing routine truck, equipment, and inventory inspections                                                                   | 3   | \$200.00 | \$600.00   |
| TargetSolutions Check It - Fire/EMS Vehicles | Technology for managing routine truck, equipment, and inventory inspections                                                                   | 23  | \$124.00 | \$2,852.00 |
| TargetSolutions Scheduling                   | With TargetSolutions Scheduling, you can coordinate schedules, oversee employee hours, manage overtime, simplify communication and much more. | 64  | \$72.00  | \$4,608.00 |

**Annual Total: \$8,060.0**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Attachment: TargetSolutions 8-24-2020 (O-2020-63 : Vector/Target Solutions Software)

**Additional Details:** Billing frequency changed from annual to quarterly. Applies to products: Training Platform, Scheduling and TargetSolutions Check It™.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Buffalo Grove Fire Department (IL)  
1051 Highland Grove Dr  
Buffalo Grove, IL 60089

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Brandi Howe

Printed Name:

Title: Director of Account Management

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: TargetSolutions 8-24-2020 (O-2020-63 : Vector/Target Solutions Software)



Vector Solutions IT and Client Support have developed “service level objectives” based on the level below. The Client Success Manager or Support representative that escalated the issue would be responsible for follow up through resolution. Issues that do not need to be escalated should be responded to within 4-6 business hours.

Level 1 (Critical) - Expected turnaround time - follow up within 2 days and every 3 days thereafter until resolved

Level 2 (Immediate) - Expected turnaround time - follow up within 2 days and every 3 days thereafter until resolved

Level 3 (Medium; default) - Expected turnaround time - follow up within 5 days and every 5 days thereafter until resolved

Level 4 (Low) - Expected turnaround time - follow up within 5 days and every 5 days thereafter until resolved

# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT Features & Benefits

## Features

Modules are designed for 24/7, mission-critical workplaces such as Public Safety, Utilities and Manufacturing. Designed from the ground up as a flexible and easy-to-use employee resource management solution, complex scheduling and resource management tasks can now quickly be solved with the TargetSolutions Scheduling™ platform.

As a Software-as-a-Service (SaaS) solution, the entire application is hosted in the 'Cloud'. This means all data, all hardware and all infrastructure are hosted off site and no hardware requirements exist, outside of a modern web browser and high-speed internet connection.

## Included with Pro plan

### Crew Scheduling / Rostering / Time & Attendance

|                                     |                                                                                                                     |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Crew Scheduling / Time & Attendance | Allows for completely customizable, computer-based schedules with unlimited rotations or scheduling variables       |
| CallBacks                           | Makes filling open shifts simple by allowing for predetermined rules and rotations, automating the overtime process |
| List View                           | Provides a streamlined view of all assignments and their staffing levels                                            |
| Sign-Up Board                       | Creates multiple staffing events that allow to be staffed on a first come, first serve basis                        |
| Roster Map View                     | Shows a geographic map of the assignments and current staffing levels across jurisdictions                          |

## Benefits

- >> Ensure overtime compliance and eliminate grievances
- >> Streamline scheduling
- >> Improve time and attendance
- >> Track employee certificates
- >> Streamline crew callouts



# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

## Features & Benefits Continued ...

|                                         |                                                                                                                                                                          |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Personal Calendars                      | Allows employees to manage their own calendars, determine their auto-accept periods and unavailability periods, and create events. Shows work shifts as well as time off |
| Customizable Scheduler Assignments      | Customize work sites & locations, with minimum staffing levels and required positions                                                                                    |
| External Sharing of Scheduler           | Creates a secure, shareable link that allows outside agencies access to live staffing / rosters                                                                          |
| Bulk Changes                            | Allows for changes to be made to the existing schedule, as a one time change or a permanent change, directly from the roster module                                      |
| Assignment Groupings                    | Allows assignments to fall into user customizable groupings                                                                                                              |
| Staffing Counts                         | Shows hour by hour staffing levels so any potential holes in staffing can be addressed as needed                                                                         |
| Templates                               | Creates temporary assignments that can be staffed as needed. Easily deploy and remove personnel                                                                          |
| Color Coded Work Types / Time Off Types | Makes it easy to see what work code(s) employees are working by allowing color customization for every individual work code and time off code                            |
| 'Hover to Discover'                     | Reveals information about when a person was scheduled, the lists they are on, and a phone number by which to contact the employee                                        |
| Right Click Menu                        | Allows rotations to be deleted, notifications to be sent, employees to be switched between assignments, hours to be held over and more                                   |
| Roster Searching                        | Enables searching for groups of employees on the schedule by list, group, classification or name with ease                                                               |
| PDF Printouts                           | Allows the daily roster to be printed for those who require a paper copy                                                                                                 |



# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

Features & Benefits Continued ...

|                                    |                                                                                                                       |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Employees Off                      | Shows employees who are on time off, as well as what time off code & subclass they are off                            |
| Customizable Scheduler Assignments | Simplifies creating unique assignments with color coding, labels, minimum staffing levels, start / end times and more |
| Holdover / Misc. Hour Tracking     | Tracks hours for pay when an employee is on the clock but does not fit into normal assignment                         |

## Automated Overtime Hiring

|                                 |                                                                                                                                              |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Overtime Hiring                 | Provides a customizable, systematic way for automated hiring for overtime shifts using preset rules to make the correct calls every time     |
| Automate Union / Labor Policies | Provides the ability to customize how employees are hired back using union agreements and labor regulations                                  |
| Emergency Recalls               | Allows for rapid recall of employees, no matter how many are needed, all while ignoring any 'ignore' periods                                 |
| Ranking Lists                   | Allows easily manageable ranking lists, with many different styles of ranking options to choose from                                         |
| Logging & History               | Enables live, accurate tracking of overtime shifts as they go out, as well as the ability to view previous overtime hires within your system |
| Telecommunications              | Provides two-way text messaging, voice calling, mobile application push and pager alerts                                                     |
| Work Sites                      | Allows employees to choose which location they wish to work at, allowing for multiple vacancies to be filled in one overtime 'CallBack'      |
| Hiring Intelligence             | Provides a rules-based system to hire back only those who are qualified to fill openings                                                     |

# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

## Features & Benefits Continued ...

### Alerts & Messaging

|                                                               |                                                                                                                                         |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Telecommunications                                            | Allows for employers to communicate with employees on a two-way messaging platform; via text messaging, the mobile application and more |
| 2-way communications for recalls, alerts & staffing reminders | Makes sending and responding to messages easy, allows for reminders of staffing assignments to be sent directly from the roster module  |
| Mobile application                                            | Gives both employees and employers the ability to access the majority of the system directly from the mobile application                |
| Detailed logs and historical record keeping                   | Shows all historical data for 'CallBacks' and notifications, providing record keeping and checks and balances                           |

### Time Off Requests / Accruals Processing

|                                 |                                                                                                                                                                                    |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requests and routing rules      | Gives employees a simple and easy way to submit time off requests, ensuring that the request goes to the right person every time                                                   |
| Manual or automated routing     | Employers can set up whose time off requests are routed to, as well as back up contacts if the request isn't addressed within contractual time frames                              |
| Accrual Profiles                | Allows automated time off accrual profiles with an unlimited number of banks that can be created and drawn from and that can allow time worked to be accrued as time off           |
| Auctions                        | Creates an automated 'bidding' auction, which allows employers to set the rules for vacation picks and automatically applies them to the roster module. Handles all communications |
| Limits / Buffers / Rest Periods | Sets limits to the number of people who can be off at one time. Allows buffer period for which the request must be submitted by and maintains tracking of required rest periods    |

# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

Features & Benefits Continued ...

## Employee Shift Trading / Ledgers / Swap Tracking

|                              |                                                                                                                                                                                            |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shift trading                | Allows employees to make their own trades within the system and issues requests to user(s), group(s), classifications(s) or the entire organization. Trades are reflected in roster module |
| Ledgers                      | Tracks trades within the system, showing the hours that are owed between employees - creating accountability for trades and payback time                                                   |
| Logs / record keeping        | Shows all trades in the system, allowing admin users to access, approve or deny trades                                                                                                     |
| Telecommunications           | Sends out email notifications when trades have been requested, approved or denied within the system                                                                                        |
| Mobile application interface | Gives users the ability to submit and track trades right from their mobile device                                                                                                          |

## Employee Data & Point of Record

|                             |                                                                                                                                                                |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employee Database           | Shows all licensed users within the system allows for easy management of employee profiles and allows you to archive employees no longer in the system         |
| Permissions                 | Limits who has access to what by user roles. Also allows the limiting of permissions by individual users                                                       |
| Roles                       | Sets user permissions by specific groups                                                                                                                       |
| Groupings / Classifications | Gives the freedom to create as many user groups as needed. Allows for users to be assigned classifications dependant on their position / qualification         |
| Availabilities              | Allows the user to set their own availability as well as 'do not disturb' periods. Can easily be viewed by staffing employees to assist in filling open shifts |

# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

Features & Benefits Continued ...

## Customizable Forms & Data Submission

|                  |                                                                                                                                 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Custom Forms     | Gives employers the ability to create and store custom forms that can be accessed directly from the platform                    |
| Forms Repository | Allows the sharing of forms across all platform users, allowing created forms to be shared or modified as needed                |
| Form Submissions | Lets end users complete and submit forms into a safe and secure platform and allows employers to export reports as needed       |
| Reports / Data   | Creates customizable employee reports, which can be exported as multiple different file types including .csv, .xls and API data |
| Form Categories  | Gives the ability for forms to be grouped into categories as needed                                                             |

## File Hosting & Cloud Data Storage

|                                |                                                                                  |
|--------------------------------|----------------------------------------------------------------------------------|
| Cloud File Storage             | Maintains all information within the system in a cloud-based server architecture |
| Secure, encrypted file storage | Ensures files are secure, backed up and encrypted                                |

## Exporting of Payroll / Work / Time & Attendance Data

|                                     |                                                                                                                                |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Detailed employee reports / queries | Allows for any and all information in customizable reports to be pulled from the system and be exported in multiple file types |
| Exported data file options          | Allows reports to be exported as PDF, CSV or Excel files, which can be saved and printed                                       |

# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

## Features & Benefits Continued ...

|                                              |                                                                                                                                                           |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Payroll exports                              | Creates an easy way to export payroll summaries, CSV files, PDF or Excel files, which can be uploaded into most payroll software                          |
| Exportable by employee(s), group(s), list(s) | Allows every report to be done by individuals, by employee groups, callback lists or classifications                                                      |
| FTP / DropBox / API                          | Exports reports to a designated DropBox or FTP location. Allows information to be pulled into other software via an open RESTful API                      |
| Overtime Hiring Metrics                      | Reports the number of overtime shifts, if they were filled, how quickly they were filled, how long they took to fill and how fast users responded to them |
| Leave Request reports                        | Creates an exportable Excel file of all leave requests, specified by individual user and date                                                             |
| Accrual Reports                              | Gives an easy place to see all time-off accrual hours by employee                                                                                         |
| Automate export jobs                         | Allows for automatic exports and timed 'jobs' for specific reports type                                                                                   |
| Excel, pdf, csv, summary reports             | Allows reports to be created as several different file types                                                                                              |
| Third Party Integrations via API             | Creates a simple way to integrate with payroll platforms with an open RESTful API                                                                         |

### Automated Crew Movements & Overtime Hiring

|                               |                                                                                                                                                                                  |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rules Based Intelligence      | Shows staffing needs based on qualifiers, ensuring that only the right person fills the role. Makes sure that no employee works over preset limits                               |
| Scheduling Qualifiers / Rules | Gives employees qualifiers, which are then assigned to open slots within the assignments as rules. Will only allow qualified employees to work a slot with a rule assigned to it |



# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

## Features & Benefits Continued ...

|                                 |                                                                                                                                                                      |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Auto / Manual Analyze           | Looks at the roster either on a set time frame or when initiated by the user and finds the open slots that need to be filled                                         |
| Auto / Manual CallBacks         | Sends out overtime shifts based on the rules set, either automatically or manually                                                                                   |
| On the fly staffing adjustments | Allows the movement of already scheduled employees by dragging them into their new shift slot. Allows easy employee movement based on qualifications                 |
| Look ahead periods              | Gives the employer the ability to set how often the system will look at the roster to find and send out overtime alerts to fill any open slots or deficiencies found |

### Third Party Integrations

|                                                          |                                                                                                      |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Full RESTful API                                         | Provides a full RESTful API for accessing client data in a well-documented format                    |
| Integrates with third party CAD / RMS providers          | Provides ability to integrate with Third Party CAD / RMS applications to share pertinent client data |
| Integrates with third party HR / Payroll / HCM providers | Provides ability to integrate with Third Party HR / Payroll / HCM software                           |

### Support & Implementation

|                                     |                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------|
| Provides easy implementation        | Allows the system to be easily implemented, allowing customer to be up and running in weeks       |
| Ongoing training & support services | Offers ongoing webinars, optional training (Web Based and On-site). No service contracts required |

# TARGETSOLUTIONS SCHEDULING™ WORKFORCE MANAGEMENT

Features & Benefits Continued ...

|                                                         |                                                                                                                                                                |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Live Chat, detailed knowledge base & learning resources | Uses an extensive knowledge base to provide most users answers without having to contact support directly. Live chat and phone support options offered as well |
| Cloud (SaaS) deployment                                 | Offers a full cloud based Software As A Service (SaaS) with no on-site hosting requirements                                                                    |
| Minimal IT impact                                       | Requires minimal IT setup. Only a modern web browser, and high speed internet connection is required to deploy platform                                        |

## Reporting & Analytics

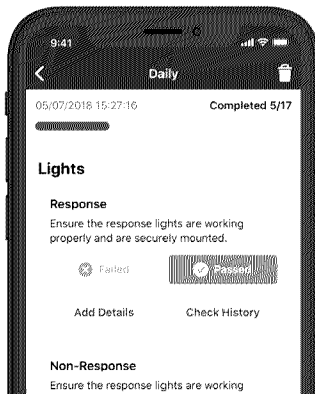
|                                                       |                                                                                                                                                      |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Extensive labor & scheduling reports                  | Creates reports showing as many different work types and time off codes as needed. The reports can be as detailed or as broad as you need them to be |
| Snapshots of activities, movements and loggable tasks | Allows the ability to select specific days and times, creating as narrow or as wide of a report as needed                                            |
| Reports can be viewed, saved, downloaded and printed  | Saves reports / system logs within the system, to a computer or printed out                                                                          |

**TARGETSOLUTIONS  
CHECK IT™**

# THE STATUS OF YOUR DEPARTMENT. AT YOUR FINGERTIPS.

With TargetSolutions Check It™, You Will Always Know  
the Status of Your Trucks, Equipment and Inventory.

## Fleet: Keep Your Trucks in Service

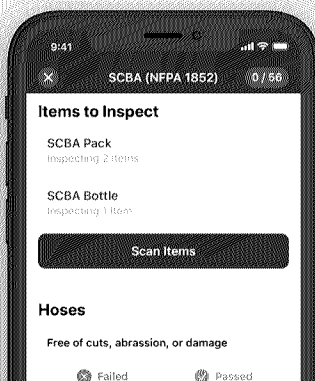


Easily perform truck  
checks with mobile  
app that is ready to  
use from day one



Communicate across shifts  
and stations with overdue  
checks, open work orders  
and expiring items

## Station Equipment: Maintain Your Equipment in Working Order



Ensure safety and  
compliance with  
customizable PPE,  
SCBA, Ladder and  
Hose Inspections



Track the condition  
and location of  
your assets across  
your department

TargetSolutions Check It™ aims to help you manage everything  
in your department, so pricing is based on:



Number of Stations



Number of Apparatus



OPTIONAL  
Drug Safes / Boxes

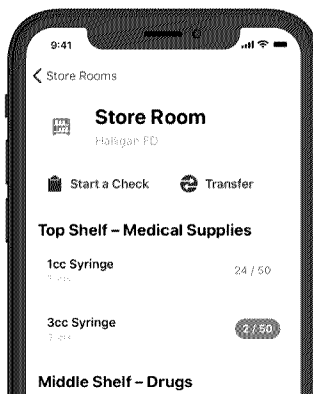
Packet Pg. 101

**TARGETSOLUTIONS  
CHECK IT™**

# THE STATUS OF YOUR DEPARTMENT. AT YOUR FINGERTIPS.

With TargetSolutions Check It™, You Will Always Know  
the Status of Your Trucks, Equipment and Inventory.

## Station Inventory: Manage Your Inventory and Storerooms

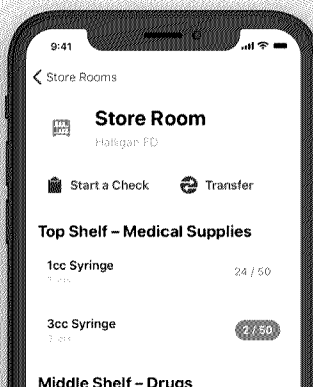


Track costs and  
quantities in your  
stock to prevent  
over-ordering



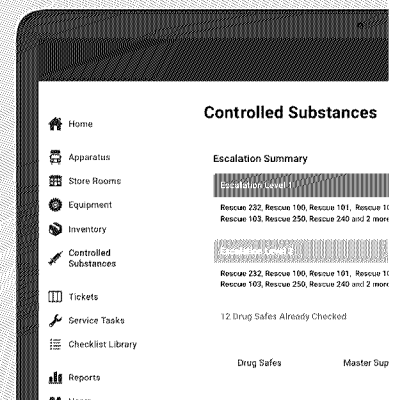
Easily modify compartment  
inventory of medical  
supplies, drugs, and tools

## Controlled Substances: Have Governance Over Controlled Substances



Have full compliance  
by requiring tracking  
of seal numbers and  
signatures upon  
completion of checks

Instant access to  
the status and location of  
every controlled substance  
in your inventory



With TargetSolutions Check It™, You Will Always Know the Status of Your Trucks,  
Equipment and Inventory.



Schedule A

**CONFIDENTIAL****TargetSolutions, Inc.**

10805 RANCHO BERNARDO ROAD, SUITE 200  
 SAN DIEGO, CA 92127-5703  
 877-944-6372 - TOLL FREE  
 858-592-6880 - DIRECT / 858-487-8762 - FAX

TS Sales Contact: **David Farrar**Email: [david.farrar@targetsolutions.com](mailto:david.farrar@targetsolutions.com)Phone: **773-294-7215****DATE of SUBMISSION**

6/11/2019

**LICENSE TERMS:** 36 months billed annually**Proposal To:**

Battalion Chief Shawn Collins/Training and Safety Officer  
 Buffalo Grove Fire Department 1051  
 Highland Grove Dr.  
 Buffalo Grove, IL 60089  
 (847) 777-6035

**TargetSolutions Online Training Platform License Tools, and Applications**

Customized Website, Administration

| DESCRIPTION                                                                                                                                                                                          | UNIT PRICE<br>PER USER                                                                   | QUANTITY<br>(# of Users) | TOTAL             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------|-------------------|
| Premier Membership Platform - YEAR ONE 6/30/19-6/29/20                                                                                                                                               | \$ 84.00                                                                                 | 61                       | \$ 5,124.00       |
| Premier Membership Platform - YEAR TWO 6/30/20-6/29/21                                                                                                                                               | \$ 86.52                                                                                 | TBD                      |                   |
| Premier Membership Platform - YEAR THREE 6/30/21-6/29/22                                                                                                                                             | \$ 89.11                                                                                 | TBD                      |                   |
| Full TargetSolutions platform capabilities/applications PLUS course library of HR & Employment Practices, OSHA & Compliance, Driving Safety, Fire, NFPA, EVO, and EMS Recertification course bundles |                                                                                          |                          |                   |
| <b>Annual Maintenance<br/>Fee billed annually each<br/>year</b>                                                                                                                                      | \$ 395.00                                                                                | 1                        | \$ 395.00         |
| <b>Optional Products and/or services:</b>                                                                                                                                                            |                                                                                          |                          | \$ -              |
| <b>One Time Set Up Fee</b><br>\$1,500<br>(waived: see Notes below)                                                                                                                                   | \$ 1,500.00                                                                              |                          |                   |
|                                                                                                                                                                                                      | <b>TOTAL DUE YEAR ONE<br/>(INCLUDES 61 USERS,<br/>ANNUAL MAINTENANCE<br/>FEE \$395 )</b> |                          | <b>\$5,519.00</b> |

Attachment: TargetSolutions 8-24-2020 (O-2020-63 : Vector/Target Solutions Software)

**Note: 3 year term. Discounted from \$109/user/year to \$84/user year. No onetime \$1500 set up fee.**

**By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:**

<http://www.targetsolutions.com/clients/client-resources/>

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.

Attachment: TargetSolutions 8-24-2020 (O-2020-63 : Vector/Target Solutions Software)

## Client Agreement

This Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolution: Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

### 1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week. Monday through Friday, from 8:00 a.m.-6:00 p.m., Eastern Standard Time, excluding TSL designated holidays.

### 2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

### 3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 2% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due pursuant to Illinois State Prompt Payment Act ("Prompt Payment Act"). All fees collected under this Agreement are fully earned when due and nonrefundable when paid unless in the event of a material breach by TSL.

3.3. Suspension of Service for Overdue Payments. To the extent not prohibited by applicable law, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full in accordance with the Prompt Payment Act.

4. Intellectual Property Rights. 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3<sup>rd</sup> party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

### 5. Term and Termination.

5.1 Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term of three (3) years, this agreement may be renewed upon mutual written agreement signed by both parties. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period").

5.2 Termination for Cause. This Agreement may be terminated before the expiration date of the Term on written notice from Client if TSL materially breaches this Agreement and the breach is not cured within 30 days after TSL's receipt of written notice of such breach describing in reasonable detail the nature of the breach. Client's sole remedy for such material breach shall be to terminate this Agreement.

### 6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### 7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.3 Tort Immunity Defenses. Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Client under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq.

7.5 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.6. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.7. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision

shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.8. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and

supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

4890 W. Kennedy Boulevard, Suite 300

Tampa, FL 33609

By: 

Printed Name: Philip Coons

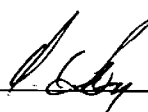
Title: Vice President of Sales

Date: 7/11/19

Village of Buffalo Grove

50 Raupp Blvd.

Buffalo Grove, IL 60089

By: 

Printed Name: Dave Bragg

Title: Village Manager

Date: 7-10-2019

Attachment: TargetSolutions 8-24-2020 (O-2020-63 : Vector/Target Solutions Software)



## ORDINANCE 2020-\_\_\_\_\_

**A ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH VECTOR SOLUTIONS SOFTWARE SERVICES**

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

**WHEREAS**, the Village of Buffalo Grove Fire Department evaluated Software Providers; and

**WHEREAS**, the Village of Buffalo Grove Fire Department determined that Vector Solutions provided the desired software at the best value.

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

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

**SECTION 2.** The Village Manager is authorized to execute an agreement with Vector Solutions., pending review and approval by the Village Attorney at a total price not to exceed \$31,128.43

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: TS Ordinance (O-2020-63 : Vector/Target Solutions Software)



## Ordinance No. O-2020-64 : Snow Plow Wing Retrofit

### Recommendation of Action

Staff recommends approval.

SUMMARY: Staff is requesting authorization for the retro-fit of vehicle unit #418 with a wing plow and controls at a not to exceed price of \$39,099.00 from Bonnell Industries of Dixon, Illinois.

### ATTACHMENTS:

- 2020 Bonnell Retrofit - Unit 418 Board Letter (DOCX)
- wing retro fit 2020. (PDF)
- Plow Wing Purchase Ordinance (DOCX)

### Trustee Liaison

Pike

### Staff Contact

Brett Robinson, Finance

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE



## MEMORANDUM

**DATE:** September 16, 2020

**TO:** Brett Robinson – Purchasing Manager

**FROM:** Bryan Beitzel – Maintenance Superintendent

**SUBJECT:** Retro-Fit of Plow Unit #418

The Public Works Department is seeking Village Board approval for the retro-fit of plow unit #418 at a not to exceed price of \$39,099.00. This retro-fit includes the addition of a patrol wing and necessary control system upgrades. Unit 418 is the only truck with a chassis capable of accepting this type of retro-fit.

Over the past few winter seasons the Public Works Department has been migrating towards plow trucks fitted with both front nose plows and patrol wings, in lieu of traditional nose plows and undercarriage scrapers. This design and build for plow trucks allows operators to be more efficient as they can plow from the crown of the road (center) to the curb with a single pass in each direction on each residential street.

The Public Works Department currently has two (2) “wing trucks” configured with 10 ft. patrol wings and two (2) “wing trucks” configured with 8 ft. patrol wings. This new truck would be configured with an 8 ft. patrol wing, thus giving the Public Works Department three (3) such units for use in the residential routes.

With three (3) residential wing truck units, staff believes that efficiencies will improve enough to absorb four (4) existing plow routes into three (3) new combined routes, while maintaining the overall program goals and cycle times. This would reduce the total number of snow plow routes from ten (10) to nine (9).

This will provide a couple of benefits for the Public Works Department.

- First: This will enable the Public Works Department to have a large “back-up” plow to be utilized while repairs are performed on snow plow vehicles during snow removal operations. Currently smaller vehicles are used in this capacity which reduces service levels by prolonging snow removal times and reduces the ability to effectively remove snow from the roadways.
- Second: The overall reduction in snow plow routes will allow the Public Works Department greater staffing flexibility to work around illness, vacations, or other PTO as needed. This is another area of concern based on current staffing levels that will be improved.

Bonnell Industries of Dixon Illinois is the original builder of this plow unit, and has provided the quote for the retro-fit. Although this retro-fit would not be considered “manufacturer specific” to the unit, the advanced knowledge of the existing build, combined with their experience as the builder of our four (4) existing wing trucks greatly simplifies and expedites the turn-around for this build. Bonnell Industries is also a provider of Force America plow control equipment, which allows us to continue using existing control systems to operate the retro-fit, saving considerable money from replacing that control system with a different vendor.

If approved, Bonnell industries anticipates a full completion of the project within 8 weeks.



1385 Franklin Grove Rd  
Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

Page 1

8.J.b

## Quote

Quote Number: 0143965

Quote Date: 9/4/2020



**Bill To:** 4592545  
VILLAGE OF BUFFALO GROVE  
51 RAUPP BLVD  
BUFFALO GROVE, IL 60089-2138

**Ship To:** 01  
VILLAGE OF BUFFALO GROVE  
51 RAUPP BLVD  
CENTRAL GARAGE  
BUFFALO GROVE, IL 60089

Phone: (847) 459-2545 Fax: (847) 537-1742 apfinance@vbg.org

Phone:  
Fax:

**Confirm To:** ROBERT WHALEN

**Comment:**

| Customer P.O. | Ship VIA | F.O.B. | Terms       | Quote Expiration |
|---------------|----------|--------|-------------|------------------|
|               |          |        | Net 30 Days | 10/4/2020        |

| Ordered | Unit | Item Number            | Each Price | Extended Price |
|---------|------|------------------------|------------|----------------|
| 1.00    | EACH | <b>TRUCK EQUIPMENT</b> | 39,099.00  | 39,099.00      |

APPLICATION 2017 PETERBILT 348 CAB AND CHASSIS WITH COMMANDER  
MULTIPURPOSE BODY, PLOW HITCH, UNDERBODY SCRAPER, CENTRAL HYDRAULICS

VIN# 2NP3HJ8X4HM444051

#### REMOVE THE FOLLOWING:

- 1- PLOW HITCH AND SIDE PLATES
- 1- UNDERBODY SCRAPER --CUSTOMER TO KEEP
- 1- HYDRAULIC TANK AND VALVE ENCLOSURE
- 1- REMOVE HYDRAULIC VALVE FROM VALVE ENCLOSURE AND SEND TO FORCE AMERICA FOR MODIFICATION AND INSTALL IN A VT45 HYDRAULIC TANK / ENCLOSURE

#### MOVE THE FOLLOWING

- 1- BATTERY BOX AND AIR TANKS
- 1- "OEM" BATTERY SHUT OFF SWITCH
- 1- DEF TANK TO DRIVER SIDE--BY JX PETERBILT

#### MODIFY THE FOLLOWING

- 1- ADD FROME FRAME RAILS TO CHASSIS FRAME FOR INSTALLATION OF NEW PLOW HITCH SIDE PLATES

#### INSTALL THE FOLLOWING

- 1- NEW PLOW HITCH WITH PROVISION FOR FRONT WING INSTALL
- 1- REINSTALL PLOW HITCH MAIN FRAME TO NEW SIDE PLATES
- 1- 8' FRONT WING
- 1- VT45 STAINLESS HYDRAULIC TANK / ENCLOSURE
- 1- MODIFIED ADD-A-FOLD VALVE
- 1- NEW HYDRAULIC HOSES WHERE NEEDED
- 1- NEW FORCE WIRE HARNESS FOR 6100 ULTRA CONTROLLER
- 1- WHE-WPLOWZ3A TWO LIGHT AMBER FLASHERS ON WING MOLDBOARD
- 1- TWO ABL-2000-0018 LED WING WORK LIGHTS

#### FORCE AMERICA TO DO

- 1- MODIFY ADD-A-FOLD VALVE AND ADD SECTIONS TO OPERATE WING FUNCTIONS
- 1- INSTALL ADDITIONAL JOY STICK IN 6100 FOR WING OPERATION--@ BONNELL LOCATION

Attachment: wing retro fit 2020. (O-2020-64 : Snow Plow Retrofit)



**BONNELL**  
INDUSTRIES INC  
TRUCK & ROAD EQUIPMENT

1385 Franklin Grove Rd  
Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
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Page 2

8.J.b

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Quote Date: 9/4/2020



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51 RAUPP BLVD  
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| Customer P.O. | Ship VIA | F.O.B. | Terms       | Quote Expiration |
|---------------|----------|--------|-------------|------------------|
|               |          |        | Net 30 Days | 10/4/2020        |

| Ordered | Unit | Item Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Each Price | Extended Price |
|---------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1.00    | EACH | <b>WING</b><br>BONNELL WING PLOW<br>PRICE COMPLETE WITH OPTIONS<br>FRONT MOUNT PATROL WING<br>TOE CYLINDER STROKE IS 24" (20" MAX BENCHING) (STD)<br>BUFFER BRACE SUPPORT IS LOCATED DIRECTLY BEHIND CAB<br>CUTTING EDGE LENGTH: 8'-0" AT CUTTING EDGE-0<br>TRIP MECHANISM: TRIP EDGE MOLDBOARD<br>CUTTING EDGE TYPE: CARBIDE INSERT W/COVER BLADE<br>CUTTING EDGE SIZE: 7/8" Thick x 5" Wide x Length<br>DISCHARGE END CURB SHOE<br>PLOW MARKER: 24" YELLOW JUMBO<br>HEEL CYLINDER MOUNTING: REAR HEEL CYLINDER<br>BUFFER BRACE IS POWER EXTEND-24" (STD HYD)<br>SIDE SHIFT: NO- DOES NOT GET HYDRIC SHIFT<br>LOCK VALVE: YES- DOES GET LOC VALVE<br>PIPING FOR WING LIGHT: INCLUDES WING LIGHT PIPING<br>WING LIGHTS: DOES NOT INCLUDE WING LIGHTS<br>MOLDBOARD COLOR: ORANGE |            |                |
| 1.00    | EACH | <b>*W10100</b><br><br>24" Hydraulic telescoping push bar/buffer (ILO Manual buffer)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                |
| 1.00    | EACH | <b>*W10160</b><br><br>Wing lock valve - installed to cylinder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                |
| 1.00    | EACH | <b>*W10170</b><br><br>Curb shoe on heel end 3/4" x 6" - each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                |
| 1.00    | EACH | <b>*W10190</b><br><br>24" Jumbo blade guide on discharge end with bolt on bracket                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                |
| 1.00    | EACH | <b>*W10210</b><br><br>Piping (conduit) for wing light wiring                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                |

Attachment: wing retro fit 2020. (O-2020-64 : Snow Plow Retrofit)



**BONNELL**  
INDUSTRIES INC  
TRUCK & ROAD EQUIPMENT

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8.J.b

# Quote

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|---------------|----------|--------|-------------|------------------|
|               |          |        | Net 30 Days | 10/4/2020        |

| Ordered | Unit | Item Number                                                                                | Each Price | Extended Price |
|---------|------|--------------------------------------------------------------------------------------------|------------|----------------|
| 1.00    | EACH | *W10270                                                                                    |            |                |
|         |      | 3/4" bottom angle on Moldboard weldment                                                    |            |                |
| 1.00    | EACH | *W10280                                                                                    |            |                |
|         |      | 3/4" Trip cutting edge angle. (Trip Cutting Edges only)                                    |            |                |
| 1.00    | EACH | *W10520                                                                                    |            |                |
|         |      | 7/8" x 5" Carbide cut edge with 5/8" x 6" cover blade in Lieu of Standard (Price Per Foot) |            |                |

## 15% RESTOCKING FEE ON RETURNED ITEMS

## NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: \_\_\_\_\_

0008 Matt Hazelwood

TG

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.

NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE

NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: \_\_\_\_\_

\*\*BILL TO: \_\_\_\_\_

PO Number: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

CHASSIS ARRIVAL DATE: \_\_\_\_\_

|                    |                 |
|--------------------|-----------------|
| Net Order:         | 39,099.0        |
| Less Discount:     | 0.0             |
| Freight:           | 0.0             |
| Sales Tax:         | 0.0             |
| <b>Quote Total</b> | <b>39,099.0</b> |

VIN# \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_

TRANS MODEL: \_\_\_\_\_

ENGINE: \_\_\_\_\_

PAINT CODE: \_\_\_\_\_

\*\*CHANGES MAY CAUSE DELAYS AND FEES.

Packet Pg. 112

Attachment: wing retro fit 2020. (O-2020-64 : Snow Plow Retrofit)

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING PURCHASE AND INSTALLATION OF PLOW WING BLADE FROM BONNELL INDUSTRIES**

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

**WHEREAS**, the Village of Buffalo Grove Public Works Department recommends the installation of a wing plow on unit 418; and

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

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

**SECTION 2.** The Village Manager is authorized to purchase and provide for the installation of a wing snow plow unit 418 from Bonnell, at a price not to exceed \$39,099.00

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Plow Wing Purchase Ordinance (O-2020-64 : Snow Plow Retrofit)



**Ordinance No. O-2020-65 : Authorization to Execute an Agreement  
with Clarke Environmental Mosquito Management**

**Recommendation of Action**

Staff recommends approval.

SUMMARY: Staff recommends an award of contract to Clarke Environmental Mosquito Management, Inc. at a not to exceed price of \$53,000 for Fiscal Year 2021.

**ATTACHMENTS:**

- Mosquito Abatement Memo (DOCX)
- Mosquito Abatement 2021-2023 (PDF)
- Mosquito Ordinance (DOCX)

**Trustee Liaison**  
Johnson

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020



# VILLAGE OF BUFFALO GROVE

---



## MEMORANDUM

**DATE:** September 16, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Brett Robinson, Purchasing Manager  
**SUBJECT:** Mosquito Abatement Services

---

### Background

The current contract with Clarke Environmental Mosquito Management Inc., will end this fall. As the two prior attempts a competitive procurement resulted in no responses from competitive firms capable of providing the specific services requested by the Village, staff contacted Clarke Environmental Mosquito Management to negotiate a contract for Mosquito Management Services. Clarke has provided these services to the Village of Buffalo Grove for a number of years, and staff has been pleased with the service provided.

Staff was able to negotiate a contract in the amount of \$53,000 for 2021 with an escalator for future years not to exceed 1.75% annually. While the \$53,000 contract does represent an increase of 1.55% over 2020 costs, the inclusion of new developments, such as Link Crossing and annexations and developments in the Deerfield & Milwaukee area, require additional maintenance. The mosquito abatement services performed on the additional associated storm sewer systems, retention and detention areas tend to balance out the increase in costs for FY 2021.

### Recommendation

Staff recommends authorizing the Village Manager to execute a contract with Clarke Environmental Mosquito Management Inc., for Mosquito Abatement services for fiscal years 2021- 2023.

## MOSQUITO ABATEMENT SERVICES CONTRACT

Mosquito Abatement Services (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and \_\_\_\_\_ (hereinafter the “**Contractor**”) on this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

### RECITALS

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

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

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

### ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

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

### ARTICLE II - CONTRACT DOCUMENTS

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

**Contract Exhibit A – Description of the Work**

**Contract Exhibit B – Schedule of Prices**

**Contract Exhibit C – Performance and Payment Bond**

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

### **ARTICLE III - CONTRACT AMOUNT**

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

#### **Escalation**

Written requests for price revisions after the first term shall be submitted at least ninety (90) calendar days in advance of the contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and shall not exceed 1.75%.

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

### **ARTICLE IV – APPLICATION FOR PAYMENT**

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

1. An invoice detailing work performed.

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

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

### **ARTICLE V – CONTRACT TIME**

**Term.** The Time of Performance of this Contract, unless terminated pursuant to the terms of this Contract, shall be for 36 months. The contract may be renewed upon mutual agreement by both parties for additional 24-month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

**ARTICLE VI – PERFORMANCE and PAYMENT BOND**

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

**ARTICLE VII – ACCIDENT PREVENTION**

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

**ARTICLE VIII – INDEMNIFICATION**

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

## **ARTICLE IX – CONTRACTORS INSURANCE**

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

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

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

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

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

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

### **C. Deductibles and Self-Insured Retentions**

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

D. Other Insurance Provisions

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

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

**ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE**

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

**ARTICLE XI – COPYRIGHTS AND LICENSES**

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

**ARTICLE XII – NOTICE**

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

IF TO THE VILLAGE: Village of Buffalo Grove  
50 Raupp Blvd  
Buffalo Grove, IL 60089  
mreynolds@vbg.org  
ATTN: Director of Community Development

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

IF TO THE CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_



### **ARTICLE XIII – CHANGE ORDERS**

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

### **ARTICLE XIV – NOTICE OF STARTING WORK**

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

### **ARTICLE XV – SEQUENCE OF THE WORK**

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

### **ARTICLE XVI – SUPERVISION**

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

### **ARTICLE XVII – STANDARD OF WORK AND WORKERS**

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

## **ARTICLE XVIII – CONDITIONS OF THE WORK SITE**

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

## **ARTICLE XIX – WARRANTY PERIOD**

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

## **ARTICLE XX – ACCIDENTS**

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

## **ARTICLE XXI – NO ASSIGNMENT**

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

**ARTICLE XXII – DEFAULT**

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

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

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

**ARTICLE XXIII – DELAYS**

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

**ARTICLE XXIV – COMPLIANCE WITH LAWS**

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

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

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

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

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

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

## **ARTICLE XXV – NO WAIVER OF RIGHTS**

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

## **ARTICLE XXVI – CONTROLLING LAW AND VENUE**

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

**ARTICLE XXVII – MISCELLANEOUS**

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- J. TERMINATION OF CONTRACT.** The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

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

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

**Village of Buffalo Grove,**

**Company**

By: \_\_\_\_\_  
 Name: Beverly Sussman  
 Title: Village President

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



## Clarke Environmental Mosquito Management, Inc. 2021-2023 Service Agreement | Village of Buffalo Grove

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### Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – citizens may report nuisance mosquitoes at [www.clarkeportal.com/hotline](http://www.clarkeportal.com/hotline) or 800-942-2555
- E. Comprehensive Insurance Coverage naming the Village of Buffalo Grove additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

### Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. Clarke will contact the Village of Buffalo Grove representative and inform him of the impending brood arrival.
- B. Arbovirus Surveillance:  
Gravid Trap: Operation of one (1) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke's Biosafety Level 2 Laboratory (BSL2) utilizing RAMP or PCR technology.
- C. Clarke New Jersey Light Trap Network: Operation of one (1) trap within the Village of Buffalo Grove to monitor and evaluate adult mosquito activity.
- D. Stagnant Pool Survey by helicopter to determine larval development sites
- E. Weather Monitoring – Operational Forecasts

### Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: Twelve inspections
  - 1. Three (3) complete inspections of up to 165 sites as outlined by most recent Clarke GIS Survey.
  - 2. Six (6) targeted inspections of up to 55 breeding areas as determined by the Clarke Targeted Mosquito Management System™.
  - 3. Three (3) targeted inspections of up to 50 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  - 4. Swimming pool (stagnant) inspections of stagnant swimming pools found during aerial survey.
  - 5. Inspections of sites reported by residents on the Mosquito Hotline/Portal.
- C. Prescription Larval Control treatments will be performed with *Bacillus sphaericus*, *Bacillus thuringiensis israelensis* - Bti, methoprene, temephos, and/or Natular® (Spinosad) mosquito larvicide as described in the following sections.
  - 1. Larval Control: The program provides for up to 70 acres of multiple brood residual product with backpack or hand equipment.
  - 2. Larval Control: The program provides for backpack pre-hatch treatments of up to five acres using a 30-day residual product.
  - 3. Larval Control: The program provides for treatment of up to 30 neglected backyard swimming pools to be treated with 30-day residual product for control of mosquito larvae.

## Clarke Environmental Mosquito Management, Inc. 2021-2023 Service Agreement | Village of Buffalo Grove

4. Helicopter Pre-hatch: Three (3) treatments using a 30 day residual product of up to 40 acres.
5. Helicopter Larval Control: Treatments using a single brood product of up to 40 acres for floodwater mosquito control.
6. Catch Basins: Three (3) treatments of up to 2,800 street side catch basins, storm drains, inlets and manholes using a sustained release insecticide for control of up to 30 days.
7. Catch Basins: Back Yard Catch Basins: One treatment of up to 280 backyard catch basins using an extended residual slow release insecticide for control of up to 150 days.

**Part IV. Adult Control** will be performed with Duet or other pyrethroid mosquito adulticide as described in the following sections.

- A. Adulticiding in mosquito harborage areas:
  1. Three (3) scheduled truck / ATV Ultra Low Volume (ULV) treatments using a pyrethroid insecticide for any community special events.
- B. Adulticiding in Residential Areas:
  1. Four (4) community-wide truck ULV treatments of up to 122 miles of streets using Duet or other pyrethroid insecticide.
- C. Adulticiding Operational Procedures
  1. Notification of community contact.
  2. Weather limit monitoring and compliance.
  3. Notification of residents on Clarke Prior Notification List.
  4. ULV particle size evaluation.
  5. Insecticide dosage and quality control analysis.

### Contract Exhibit B.

**Total 2021 Estimated Price \*\***

**\$53,000.00**

**This agreement may be extended by mutual agreement of both parties for additional 24 month periods. The maximum increase, without additional services or changes or NPDES Permit fees, shall be 1.75% per annum.**

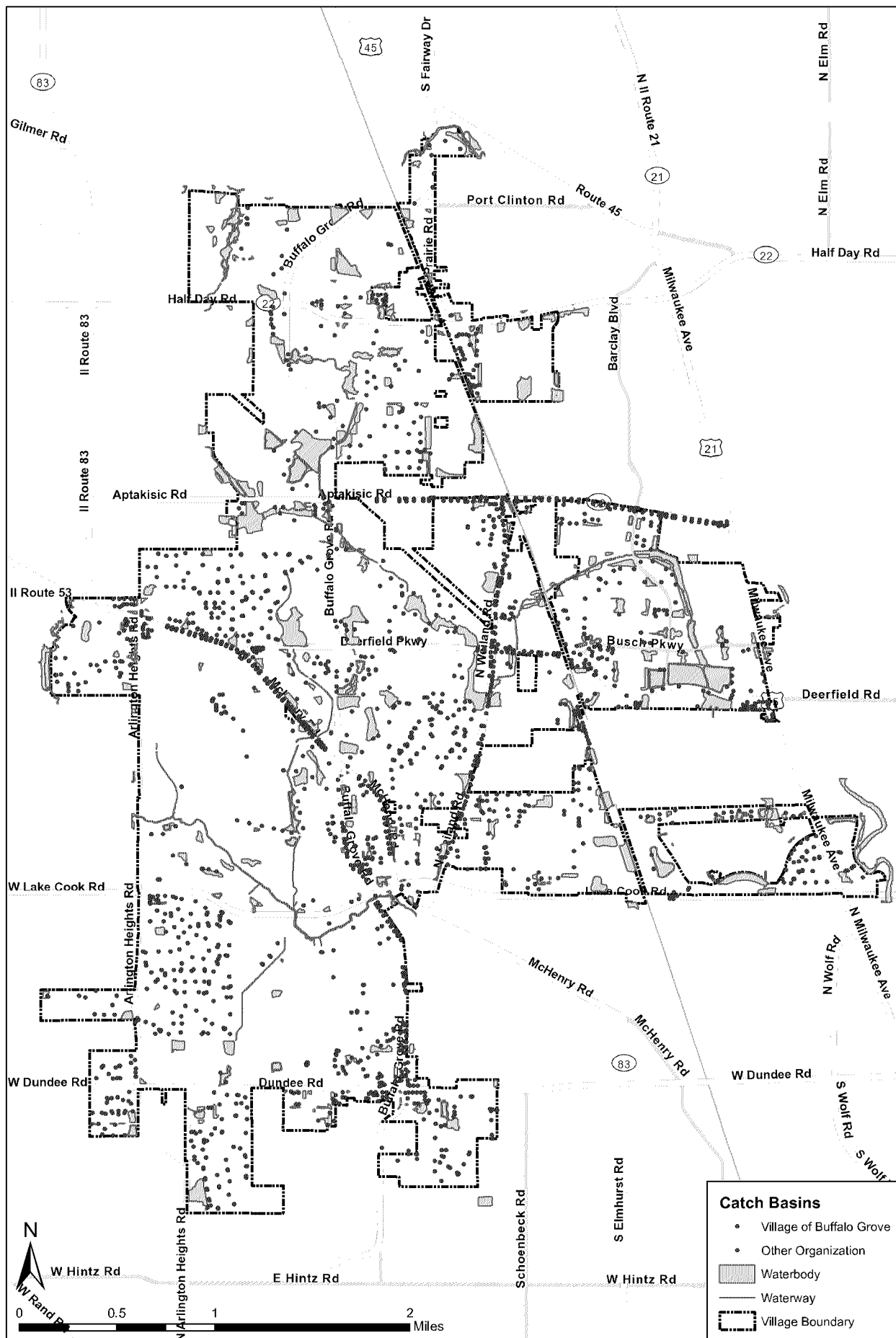
**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.





# Mosquito Control

GIS Consortium



Attachment: Mosquito Abatement 2021-2023 (O-2020-65 : Authorization to Execute an Agreement with Clarke Environmental Mosquito Management)

# CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, That \_\_\_\_\_ (the “**Principal**”) and \_\_\_\_\_ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the UNITED STATES OF AMERICA as herein provided.

**THE CONDITION OF THIS OBLIGATION** is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Mosquito Abatement Services contract between Principal and the Village dated \_\_\_ day of \_\_\_\_\_, 20\_\_, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

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

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

**IN WITNESS WHEREOF**, we have hereunto set our hands and sea \_\_\_ day of \_\_\_\_\_, 20\_\_.

**SURETY**

**PRINCIPAL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST**

**ATTEST**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

If Contractor is Partnership, all partners should execute Bond.

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

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH CLARKE ENVIRONMENTAL MOSQUITO  
MANAGEMENT, INC., FOR MOSQUITO ABATEMENT SERVICES**

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

**WHEREAS**, the Village negotiated a contract for Mosquito abatement services.

**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 Clarke Environmental Mosquito Management Inc., 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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk



## Ordinance No. O-2020-66 : Award of Bid Coarse Aggregate Material

### Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute a contract , pending review and approval by the Village Attorney, with the lowest responsive and responsible bidder, G&M Trucking., at an annual amount not to exceed \$87,350.00.

### ATTACHMENTS:

- coarse agg memo (DOCX)
- Aggregate Bid Tab 2020 (PDF)
- Aggregate Ordinance (DOCX)

**Trustee Liaison**  
Pike

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE

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## MEMORANDUM

**DATE:** September 16, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Brett Robinson, Purchasing Manager  
**SUBJECT:** Coarse Aggregate

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### Background

In prior years staff would contact individual vendors to request three quotes for coarse aggregate materials each time the Village needed more product. In an effort to streamline the ordering process and reduce costs staff undertook a bid for three types of coarse aggregate (gravel). The Village led a Municipal Partnering Initiative bid in an effort to increase quantities and keep overall costs down. The results of the bid were an average of 1.25% decrease over 2018 costs.

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

### Recommendation

After a review of the bids, staff is recommending an award of bid to the lowest responsive and responsible bidder, GM Trucking., at an amount not to exceed \$87,350

Attachment: coarse agg memo (O-2020-66 : Award of Bid Coarse Aggregate Material 2020)

Village of Buffalo Grove  
Public Works Department

**Coarse Aggregate Material**

Tabulation

Bid: August 27, 2020

|                             |                 |                                                       |             |                                                                         |             |  |
|-----------------------------|-----------------|-------------------------------------------------------|-------------|-------------------------------------------------------------------------|-------------|--|
| Tabulation                  |                 | G&M Trucking<br>8811 Kathy Ln<br>DesPlaines, IL 60016 |             | Vulcan Materials<br>100 E. Warrenville Rd # 100<br>Naperville, IL 60563 |             |  |
| Bid: August 27,2020         |                 |                                                       |             |                                                                         |             |  |
| Bid Bond:                   |                 | Check                                                 |             | Yes                                                                     |             |  |
| Signed Contract Statements: |                 | Yes                                                   |             | Yes                                                                     |             |  |
| Acknowledged Addendum       |                 | Yes                                                   |             | Yes                                                                     |             |  |
| Qty.                        |                 |                                                       |             |                                                                         |             |  |
| Buffalo Grove               |                 |                                                       |             |                                                                         |             |  |
| 300                         | CA-6 Aggregate  |                                                       | \$5,250.00  |                                                                         | \$5,307.00  |  |
|                             |                 | ton                                                   | \$17.50     |                                                                         | \$17.69     |  |
| 3000                        | CA-11 Aggregate |                                                       | \$72,000.00 |                                                                         | \$73,320.00 |  |
|                             |                 | ton                                                   | \$24.00     |                                                                         | \$24.44     |  |
| 400                         | CA-16 Aggregate |                                                       | \$10,100.00 |                                                                         | \$12,076.00 |  |
|                             |                 | ton                                                   | \$25.25     |                                                                         | \$30.19     |  |
| 50                          | Topsoil         |                                                       | No Bid      |                                                                         | No Bid      |  |
|                             |                 | CY                                                    |             |                                                                         |             |  |
| Total                       |                 |                                                       | \$87,350.00 |                                                                         | \$90,703.00 |  |
| Evanston                    |                 |                                                       |             |                                                                         |             |  |
| 1500                        | CA-6 Aggregate  |                                                       | \$29,625.00 |                                                                         | \$30,225.00 |  |
|                             |                 | ton                                                   | \$19.75     |                                                                         | \$20.15     |  |
| 50                          | CA-11 Aggregate |                                                       | \$1,250.00  |                                                                         | \$1,255.00  |  |
|                             |                 | ton                                                   | \$25.00     |                                                                         | \$25.10     |  |
| 30                          | CA-16 Aggregate |                                                       | \$1,012.50  |                                                                         | \$975.00    |  |
|                             |                 | ton                                                   | \$33.75     |                                                                         | \$32.50     |  |
| 150                         | Topsoil         |                                                       | No Bid      |                                                                         | No Bid      |  |
|                             |                 | CY                                                    |             |                                                                         |             |  |
| Total                       |                 |                                                       | \$31,887.50 |                                                                         | \$32,455.00 |  |
| Glencoe                     |                 |                                                       |             |                                                                         |             |  |
| 200                         | CA-6 Aggregate  |                                                       | \$4,050.00  |                                                                         | \$4,730.00  |  |
|                             |                 | ton                                                   | \$20.25     |                                                                         | \$23.65     |  |
| 200                         | CA-11 Aggregate |                                                       | \$5,100.00  |                                                                         | \$5,900.00  |  |
|                             |                 | ton                                                   | \$25.50     |                                                                         | \$29.50     |  |
| 50                          | Topsoil         |                                                       | No Bid      |                                                                         | No Bid      |  |
|                             |                 | CY                                                    |             |                                                                         |             |  |
| Total                       |                 |                                                       | \$9,150.00  |                                                                         | \$10,630.00 |  |
| Glenview                    |                 |                                                       |             |                                                                         |             |  |
| 4200                        | CA-7 Aggregate  |                                                       | \$96,600.00 |                                                                         | \$99,792.00 |  |
|                             |                 | ton                                                   | \$23.00     |                                                                         | \$23.76     |  |
| 590                         | Topsoil         |                                                       | No Bid      |                                                                         | No Bid      |  |
|                             |                 | CY                                                    |             |                                                                         |             |  |
| Total                       |                 |                                                       | \$96,600.00 |                                                                         | \$99,792.00 |  |
| Northfield                  |                 |                                                       |             |                                                                         |             |  |
| 400                         | CA-6 Aggregate  |                                                       | \$7,700.00  |                                                                         | \$10,300.00 |  |
|                             |                 | ton                                                   | \$19.25     |                                                                         | \$25.75     |  |
| 250                         | CA-11 Aggregate |                                                       | \$6,125.00  |                                                                         | \$8,062.50  |  |
|                             |                 | ton                                                   | \$24.50     |                                                                         | \$32.25     |  |
| 80                          | Topsoil         |                                                       | No Bid      |                                                                         | No Bid      |  |
|                             |                 | CY                                                    |             |                                                                         |             |  |
| Total                       |                 |                                                       | \$13,825.00 |                                                                         | \$18,362.50 |  |

Attachment: Aggregate Bid Tab 2020 (O-2020-66 : Award of Bid Coarse Aggregate Material 2020)

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH G&M TRUCKING., FOR AGGREGATE MATERIALS**

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

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

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

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

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

**SECTION 2.** The Village Manager is authorized to execute a contract with G&M Trucking, pending review and approval by the Village Attorney at a price not to exceed \$87,350 per year.

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Aggregate Ordinance (O-2020-66 : Award of Bid Coarse Aggregate Material 2020)



## Ordinance No. O-2020-67 : Computer Purchase

### Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests that the Village Manager be authorized to purchase computers from Dell in an amount not to exceed \$37,643.57.

### ATTACHMENTS:

- Dell Memo (DOCX)
- US\_QUOTE\_3000068460903.1 (PDF)
- Computer Purchase Ordinance I (DOCX)

### Trustee Liaison

Johnson

### Staff Contact

Brett Robinson, Finance

Monday, September 21, 2020



VILLAGE OF  
BUFFALO GROVE

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**MEMORANDUM**

**DATE:** September 16, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Brett Robinson, Purchasing Manager  
**SUBJECT:** Annual PC refresh cycle

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**Background**

Staff have made an attempt to regularly update computers such that the Village has fewer obsolete machines in inventory. Due to budget constraints staff is recommending the Village purchase only the number of computers required to replace older machines still running Microsoft Windows 7. The computers with both an expired warranty and running an older OS can be a source of security issues.

| <b><u>Vendor</u></b> | <b><u>Cost</u></b> |
|----------------------|--------------------|
| CDW                  | \$44,417.74        |
| Dell                 | \$37,643.57        |
| Paragon Micro        | \$47,418.45        |

**Recommendation**

Staff recommends that the Village Board authorize the Village Manager to order Dell Computers from Dell Marketing LLP in a total not to exceed amount of \$37,643.57

Attachment: Dell Memo (O-2020-67 : Computer Purchase)



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

**Quote No.** 3000068460903.1  
**Total** \$37,643.57  
**Customer #** 59242738  
**Quoted On** Sep. 08, 2020  
**Expires by** Oct. 08, 2020

**Sales Rep** Christopher Thomas  
**Phone** (800) 456-3355, 6179134  
**Email** Chris\_Thomas2@Dell.com  
**Billing To** ACCOUNTS PAYABLE  
 VILLAGE OF BUFFALO GROVE  
 50 RAUPP BLVD  
 BUFFALO GROVE, IL 60089

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
 Christopher Thomas

### Additional Comments

My direct desk phone number, 1 (512) 725-0629

### Shipping Group

|                                                                                                            |                        |
|------------------------------------------------------------------------------------------------------------|------------------------|
| <b>Shipping To</b>                                                                                         | <b>Shipping Method</b> |
| ACCOUNTS PAYABLE<br>VILLAGE OF BUFFALO GROVE<br>50 RAUPP BLVD<br>BUFFALO GROVE, IL 60089<br>(847) 459-2500 | Standard Delivery      |

| Product               | Unit Price | Qty | Subtotal    |
|-----------------------|------------|-----|-------------|
| OptiPlex 5070 SFF MLK | \$632.60   | 50  | \$31,630.00 |
| Dell Latitude 5400    | \$1,135.39 | 4   | \$4,541.56  |
| Dell Latitude 5510    | \$1,472.01 | 1   | \$1,472.01  |

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)

|                     |             |
|---------------------|-------------|
| Subtotal:           | \$37,643.57 |
| Shipping:           | \$0.0       |
| Non-Taxable Amount: | \$37,643.5  |
| Taxable Amount:     | \$0.0       |
| Estimated Tax:      | \$0.0       |
| <hr/>               |             |
| Total:              | \$37,643.5  |

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)

## Shipping Group Details

### Shipping To

ACCOUNTS PAYABLE  
VILLAGE OF BUFFALO GROVE  
50 RAUPP BLVD  
BUFFALO GROVE, IL 60089  
(847) 459-2500

### Shipping Method

Standard Delivery

|                              |                 | Qty       | Subto            |
|------------------------------|-----------------|-----------|------------------|
| <b>OptiPlex 5070 SFF MLK</b> | <b>\$632.60</b> | <b>50</b> | <b>\$31,630.</b> |

Estimated delivery if purchased today:

Sep. 28, 2020

Contract # C000000181093

Customer Agreement # MHEC-07012015

| Description                                                                                  | SKU      | Unit Price | Qty | Subto |
|----------------------------------------------------------------------------------------------|----------|------------|-----|-------|
| OptiPlex 5070 SFF XCTO                                                                       | 210-ASDL | -          | 50  |       |
| Intel (R) Core (TM) i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W)                            | 338-BRSY | -          | 50  |       |
| Win 10 Pro 64 English, French, Spanish                                                       | 619-AHKN | -          | 50  |       |
| No Microsoft Office License Included – 30 day Trial Offer Only                               | 658-BCSB | -          | 50  |       |
| 8GB (1x8GB) DDR4 non-ECC Memory                                                              | 370-AEBK | -          | 50  |       |
| M.2 256GB PCIe NVMe Class 35 Solid State Drive                                               | 400-BEUP | -          | 50  |       |
| M.2 22x30 Thermal Pad                                                                        | 412-AAQT | -          | 50  |       |
| M2X3.5 Screw for SSD/DDPE                                                                    | 773-BBBC | -          | 50  |       |
| No Additional Hard Drive                                                                     | 401-AANH | -          | 50  |       |
| Intel Integrated Graphics, Dell OptiPlex                                                     | 490-BBFG | -          | 50  |       |
| OptiPlex 5070 Small Form Factor (Bronze)                                                     | 329-BEIQ | -          | 50  |       |
| ODD Bezel, Small Form Factor                                                                 | 325-BCXP | -          | 50  |       |
| 8x DVD+/-RW 9.5mm Optical Disk Drive                                                         | 429-ABFH | -          | 50  |       |
| CMS Essentials DVD no Media                                                                  | 658-BBTV | -          | 50  |       |
| No Media Card Reader                                                                         | 379-BBHM | -          | 50  |       |
| System Power Cord (Philippine/TH/US)                                                         | 450-AAOJ | -          | 50  |       |
| Chassis Intrusion Switch - SFF                                                               | 461-AAEE | -          | 50  |       |
| No Wireless LAN Card                                                                         | 555-BBFO | -          | 50  |       |
| No Wireless Driver                                                                           | 340-AFMQ | -          | 50  |       |
| No Stand Option                                                                              | 575-BBBI | -          | 50  |       |
| No Additional Cable Requested                                                                | 379-BBCY | -          | 50  |       |
| No PCIe add-in card                                                                          | 492-BBFF | -          | 50  |       |
| No Keyboard Selected                                                                         | 580-AABG | -          | 50  |       |
| No mouse selected on your system                                                             | 570-AAAF | -          | 50  |       |
| No Cable Cover                                                                               | 325-BCZQ | -          | 50  |       |
| SupportAssist                                                                                | 525-BBCL | -          | 50  |       |
| Dell(TM) Digital Delivery Cirrus Client                                                      | 640-BBLW | -          | 50  |       |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) | 658-BBMR | -          | 50  |       |
| Waves Maxx Audio                                                                             | 658-BBRB | -          | 50  |       |

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)

|                                                       |          |   |    |   |
|-------------------------------------------------------|----------|---|----|---|
| Software for OptiPlex Systems                         | 658-BEGP | - | 50 | - |
| Dell SupportAssist OS Recovery Tool                   | 658-BEOK | - | 50 |   |
| No Media                                              | 620-AAOH | - | 50 |   |
| ENERGY STAR Qualified                                 | 387-BBLW | - | 50 |   |
| SERI Guide (ENG/FR/Multi)                             | 340-AGIK | - | 50 |   |
| Dell Watchdog Timer                                   | 379-BDLB | - | 50 |   |
| Quick Setup Guide 5070 Small Form Factor              | 340-CMGC | - | 50 |   |
| US Order                                              | 332-1286 | - | 50 |   |
| No UPC Label                                          | 389-BCGW | - | 50 |   |
| Trusted Platform Module (Discrete TPM Enabled)        | 329-BBJL | - | 50 |   |
| Ship Material for OptiPlex Small Form Factor          | 340-CDWZ | - | 50 |   |
| Shipping Label for DAO                                | 389-BBUU | - | 50 |   |
| No CompuTrace                                         | 461-AABF | - | 50 |   |
| No Hard Drive Bracket, Dell OptiPlex                  | 575-BBKX | - | 50 |   |
| SFF: EPA Regulatory LBL for Mexico                    | 389-DQIU | - | 50 |   |
| No Intel Responsive                                   | 551-BBBJ | - | 50 |   |
| Intel(R) Core(TM) i5 Processor Label                  | 340-CKVN | - | 50 |   |
| Desktop BTO Standard shipment                         | 800-BBIO | - | 50 |   |
| No Anti-Virus Software                                | 650-AAAM | - | 50 |   |
| Not selected in this configuration                    | 817-BBBC | - | 50 |   |
| Optional HDMI 2.0b Video Port for SFF                 | 382-BBFV | - | 50 |   |
| No Dell Backup and Recovery software                  | 637-AAAM | - | 50 |   |
| Intel Standard Manageability                          | 631-ACDE | - | 50 |   |
| No AutoPilot                                          | 340-CKSZ | - | 50 |   |
| Custom Configuration                                  | 817-BBBB | - | 50 |   |
| No Optane                                             | 400-BFPO | - | 50 |   |
| No Additional Add In Cards                            | 382-BBHX | - | 50 |   |
| No External ODD                                       | 429-ABGY | - | 50 |   |
| Dell Limited Hardware Warranty Plus Service           | 804-9043 | - | 50 |   |
| Onsite/In-Home Service After Remote Diagnosis 3 Years | 804-9044 | - | 50 |   |

Qty

Subto

**Dell Latitude 5400**

\$1,135.39

4

\$4,541.

Estimated delivery if purchased today:

Sep. 16, 2020

Contract # C000000181093

Customer Agreement # MHEC-07012015

| Description                                                          | SKU      | Unit Price | Qty | Subto |
|----------------------------------------------------------------------|----------|------------|-----|-------|
| Latitude 5400 BTX Base                                               | 210-ARXJ | -          | 4   |       |
| I5-8365U Processor                                                   | 379-BDLC | -          | 4   |       |
| Win 10 Pro 64 English, French, Spanish                               | 619-AHKN | -          | 4   |       |
| No Productivity Software                                             | 630-AAPK | -          | 4   |       |
| Intel Core i5-8365U Processor with Integrated Intel UHD 620 Graphics | 338-BRMF | -          | 4   |       |
| Intel vPro Technology Enabled                                        | 631-ACBI | -          | 4   |       |

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)

|                                                                                                       |          |   |   |
|-------------------------------------------------------------------------------------------------------|----------|---|---|
| 8GB, 1x8GB, DDR4 Non-ECC                                                                              | 370-AECX | - | 4 |
| M.2 256GB PCIe NVMe Class 35 Solid State Drive                                                        | 400-BDXG | - | 4 |
| 14" FHD WVA(1920x1080) Anti-Glare w/ Embedded Touch, IR Cam & Mic, WLAN/WWAN Capable, Privacy Shutter | 391-BEJI | - | 4 |
| Dual Pointing, Contacted SmartCard Reader, Displayport over Type-C                                    | 346-BFJQ | - | 4 |
| Dual Pointing US English Backlit Keyboard                                                             | 583-BFKP | - | 4 |
| Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0                           | 555-BEUN | - | 4 |
| Intel Dual Band Wireless AC 9560 (802.11ac) 2x2, Bluetooth 5.0                                        | 555-BEDV | - | 4 |
| No Mobile Broadband Card                                                                              | 556-BBCD | - | 4 |
| 4 Cell 68Whr ExpressCharge™ Capable Battery                                                           | 451-BCIP | - | 4 |
| 65W AC Adapter, 7.4mm Barrel                                                                          | 492-BBXF | - | 4 |
| No Anti-Virus Software                                                                                | 650-AAAM | - | 4 |
| OS-Windows Media Not Included                                                                         | 620-AALW | - | 4 |
| E5 US Power Cord                                                                                      | 450-AAEJ | - | 4 |
| Latitude 5400 Quick Start Guide                                                                       | 340-CLYF | - | 4 |
| US Order                                                                                              | 332-1286 | - | 4 |
| SERI Guide (ENG/FR/Multi)                                                                             | 340-AGIK | - | 4 |
| Fixed Hardware Configuration                                                                          | 998-DNGL | - | 4 |
| Regulatory Label, FCC                                                                                 | 389-DPGZ | - | 4 |
| SupportAssist                                                                                         | 525-BBCL | - | 4 |
| Dell(TM) Digital Delivery Cirrus Client                                                               | 640-BBLW | - | 4 |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)          | 658-BBMR | - | 4 |
| Waves Maxx Audio                                                                                      | 658-BBRB | - | 4 |
| Dell Developed Recovery Environment                                                                   | 658-BCUV | - | 4 |
| Dell Power Manager                                                                                    | 658-BDVK | - | 4 |
| Dell Latitude 5400 SRV                                                                                | 658-BEGG | - | 4 |
| Direct Ship Info                                                                                      | 340-AAPP | - | 4 |
| Smart Select MIN SHIP (DAO/BCC)                                                                       | 340-CMDY | - | 4 |
| 8th Gen Intel Core i5 vPro processor label                                                            | 389-CGJO | - | 4 |
| No Option Included                                                                                    | 340-ACQQ | - | 4 |
| No Mouse                                                                                              | 570-AADK | - | 4 |
| No Resource DVD / USB                                                                                 | 430-XXYG | - | 4 |
| ENERGY STAR Qualified                                                                                 | 387-BBNO | - | 4 |
| BTS/BTP Smart Selection Shipment (VS)                                                                 | 800-BBQH | - | 4 |
| EAN label                                                                                             | 389-BKKL | - | 4 |
| No Removable CD/DVD Drive                                                                             | 429-AATO | - | 4 |
| Latitude 5400 bottom door                                                                             | 321-BEKW | - | 4 |
| No AutoPilot                                                                                          | 340-CKSZ | - | 4 |
| Dell Limited Hardware Warranty Extended Year(s)                                                       | 975-3461 | - | 4 |
| Dell Limited Hardware Warranty                                                                        | 997-8317 | - | 4 |
| Onsite/In-Home Service After Remote Diagnosis, 1 Year                                                 | 997-8328 | - | 4 |

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)

|                                                                                                                           |            |                   |            |                 |
|---------------------------------------------------------------------------------------------------------------------------|------------|-------------------|------------|-----------------|
| Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended                                                            | 997-8332   | -                 | 4          | -               |
|                                                                                                                           |            |                   | <b>Qty</b> | <b>Subto</b>    |
| <b>Dell Latitude 5510</b>                                                                                                 |            | <b>\$1,472.01</b> | <b>1</b>   | <b>\$1,472.</b> |
| Estimated delivery if purchased today:<br>Oct. 05, 2020<br>Contract # C000000181093<br>Customer Agreement # MHEC-07012015 |            |                   |            |                 |
| <b>Description</b>                                                                                                        | <b>SKU</b> | <b>Unit Price</b> | <b>Qty</b> | <b>Subto</b>    |
| Latitude 5510 BTX Base                                                                                                    | 210-AVCS   | -                 | 1          |                 |
| 10th Generation Intel® Core™ i7-10610U (4 Core, 8M cache, base 1.8GHz, up to 4.9GHz, vPro)                                | 379-BDVJ   | -                 | 1          |                 |
| Win 10 Pro 64 English, French, Spanish                                                                                    | 619-AHKN   | -                 | 1          |                 |
| No Microsoft Office License Included – 30 day Trial Offer Only                                                            | 658-BCSB   | -                 | 1          |                 |
| Intel UHD Graphics 620 with Thunderbolt for i7-10610U                                                                     | 338-BUSG   | -                 | 1          |                 |
| Intel vPro Active Management Technology (for vPro CPU, vPro Capable)                                                      | 631-ACKU   | -                 | 1          |                 |
| 16GB,1x16GB, DDR4 Non-ECC                                                                                                 | 370-AFEE   | -                 | 1          |                 |
| M.2 512G PCIe NVMe Class 35 2230 Solid State Drive                                                                        | 400-BIJU   | -                 | 1          |                 |
| LCD back cover for Latitude 5510/5511, WLAN Capable, Aluminum                                                             | 320-BDRB   | -                 | 1          |                 |
| RGB Cam/Mic Bezel with Dell Privacy Shutter                                                                               | 325-BDQZ   | -                 | 1          |                 |
| 15.6" FHD WVA (1920 X 1080) Anti-Glare Non-touch, 300nits                                                                 | 391-BEZX   | -                 | 1          |                 |
| Dual Pointing with Fingerprint, SmartCard Reader, Thunderbolt, Aluminum                                                   | 346-BGGQ   | -                 | 1          |                 |
| Dual Pointing Backlit US English Keyboard                                                                                 | 583-BFBO   | -                 | 1          |                 |
| Wireless Intel AX201 WLAN Driver                                                                                          | 555-BFRG   | -                 | 1          |                 |
| Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1                                                         | 555-BFNI   | -                 | 1          |                 |
| No Mobile Broadband Card                                                                                                  | 556-BBCD   | -                 | 1          |                 |
| 4 Cell 68Whr ExpressCharge Capable Battery                                                                                | 451-BCKB   | -                 | 1          |                 |
| E5 65W 7.4mm Lot 6 PCR EPEAT, Liteon                                                                                      | 492-BCWY   | -                 | 1          |                 |
| No Anti-Virus Software                                                                                                    | 650-AAAM   | -                 | 1          |                 |
| OS-Windows Media Not Included                                                                                             | 620-AALW   | -                 | 1          |                 |
| E5 US Power Cord                                                                                                          | 450-AAEJ   | -                 | 1          |                 |
| 5510 Quick Start Guide for Windows 10, Ubuntu                                                                             | 340-CPPF   | -                 | 1          |                 |
| US Order                                                                                                                  | 332-1286   | -                 | 1          |                 |
| SERI Guide (ENG/FR/Multi)                                                                                                 | 340-AGIK   | -                 | 1          |                 |
| Fixed Hardware Configuration                                                                                              | 998-EBVX   | -                 | 1          |                 |
| Regulatory Information                                                                                                    | 389-DOVH   | -                 | 1          |                 |
| SupportAssist                                                                                                             | 525-BBCL   | -                 | 1          |                 |
| Dell(TM) Digital Delivery Cirrus Client                                                                                   | 640-BBLW   | -                 | 1          |                 |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)                              | 658-BBMR   | -                 | 1          |                 |
| Waves Maxx Audio                                                                                                          | 658-BBRB   | -                 | 1          |                 |
| Dell Power Manager                                                                                                        | 658-BDVK   | -                 | 1          |                 |
| Dell SupportAssist OS Recovery Tool                                                                                       | 658-BEOK   | -                 | 1          |                 |
| Dell Optimizer                                                                                                            | 658-BEQP   | -                 | 1          |                 |

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)

|                                                                |          |   |   |
|----------------------------------------------------------------|----------|---|---|
| Dell Latitude 5510 SRV                                         | 658-BESB | - | 1 |
| Direct Ship Info                                               | 340-AAPP | - | 1 |
| Smart Select MIN SHIP (DAO/BCC)                                | 340-CQGD | - | 1 |
| Intel Core i7 Label for vPro                                   | 340-CPOZ | - | 1 |
| No Option Included                                             | 340-ACQQ | - | 1 |
| No Mouse                                                       | 570-AADK | - | 1 |
| No Resource DVD / USB                                          | 430-XXYG | - | 1 |
| ENERGY STAR Qualified                                          | 387-BBNO | - | 1 |
| Smart Selection Shipment (S)                                   | 800-BBQI | - | 1 |
| EAN label                                                      | 389-BKKL | - | 1 |
| No Removable CD/DVD Drive                                      | 429-AATO | - | 1 |
| Latitude 5510 Bottom Door, Aluminum                            | 321-BFIY | - | 1 |
| No AutoPilot                                                   | 340-CKSZ | - | 1 |
| EPEAT 2018 Registered (Gold)                                   | 379-BDZB | - | 1 |
| Dell Limited Hardware Warranty Extended Year(s)                | 975-3461 | - | 1 |
| Dell Limited Hardware Warranty                                 | 997-8317 | - | 1 |
| Onsite/In-Home Service After Remote Diagnosis, 1 Year          | 997-8328 | - | 1 |
| Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended | 997-8332 | - | 1 |

|                       |                   |
|-----------------------|-------------------|
| <b>Subtotal:</b>      | <b>\$37,643.1</b> |
| <b>Shipping:</b>      | <b>\$0.0</b>      |
| <b>Estimated Tax:</b> | <b>\$0.0</b>      |
| <b>Total:</b>         | <b>\$37,643.1</b> |

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)



## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or service on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurer.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

Attachment: US\_QUOTE\_3000068460903.1 (O-2020-67 : Computer Purchase)

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING PURCHASE OF COMPUTERS FROM DELL**

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

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

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

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

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

**SECTION 2.** The Village Manager is authorized to purchase computers from Dell, at a price not to exceed \$37,643.57

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Computer Purchase Ordinance I (O-2020-67 : Computer Purchase)

**Ordinance No. O-2020-68 : Vehicle Repair****Recommendation of Action**

Staff recommends approval.

SUMMARY: Staff requests the Village Board authorize the Village Manager to expend \$29,312.69 with a contingency in the amount of \$5,862.31 with Fire Service Inc.

**ATTACHMENTS:**

- Buffalo Grove Fd Accident Damage T 235 (PDF)
- 235 Repair Ordinance (DOCX)

**Trustee Liaison**  
Smith

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020

**Fire Service Inc.-IL****Service Estimate 4219**

|         |                           |            |                    |          |          |         |          |
|---------|---------------------------|------------|--------------------|----------|----------|---------|----------|
| Name    | Buffalo Grove, Village of | Contact    |                    | Created  | 09/14/20 | Year    | 2010     |
| Address | 51 Raupp Blvd             | Address 2  |                    | Time     | 6:08 AM  | Make    | Ferrara  |
| Home    | Buffalo Grove, IL 60089   |            |                    | Promised |          | Model   | Platform |
| Work    | 847-459-2513 -Garage      | V.I.N. #   | 1F9508330911140612 | Advisor  | Tom T    | SO#     | H-4107   |
| Fax     | 847-537-0995              | Engine Dat |                    | Division | IL       | Unit #  | T-235    |
|         | 847-537-7370              | Hours      | 10,570             | PO#      |          | Fleet # |          |
|         |                           |            |                    | Page#    | 1 of 2   |         |          |

**Job Description**

1. Disassemble rear of body to check for body damage. Line Total 2700.00

2. Fabricate new body frame. Line Total 4532.40

| Part Number    | Description           | QTY | Each | Total  |
|----------------|-----------------------|-----|------|--------|
| AAA-ALU-TUBE-2 | 2" Alum Square Tubing | 40  | 5.31 | 212.40 |

3. Fabricate new rear body sheet covering. Line Total 3343.45

| Part Number      | Description              | QTY | Each | Total  |
|------------------|--------------------------|-----|------|--------|
| AAA-ALU-SHEET1/8 | 1/8" Alum Sheet (per ft) | 80  | 5.09 | 407.20 |

4. Repair electrical junction box for aerial power. Line Total 5675.62

| Part Number        | Description          | QTY | Each  | Total  |
|--------------------|----------------------|-----|-------|--------|
| LAD-0460-202-16141 | Size 16-18 Pin       | 200 | 0.92  | 184.00 |
| LAD-0460-215-16141 | Size 14-16 Pin       | 200 | 0.89  | 178.00 |
| LAD-0462-201-16141 | Size 16-18 Socket    | 200 | 0.75  | 150.00 |
| LAD-0462-209-16141 | Size 14-16 Socket    | 200 | 1.26  | 252.00 |
| LAD-114017-ZZ      | Sealing Plug         | 200 | 0.31  | 62.00  |
| LAD-HDP24-24-31PT  | Receptacle Connector | 7   | 24.15 | 169.05 |
| LAD-HDP26-24-31ST  | PLUG                 | 7   | 26.51 | 185.57 |

5. Fabricate step for left side of turntable. Line Total 5567.20

| Part Number   | Description           | QTY | Each  | Total  |
|---------------|-----------------------|-----|-------|--------|
| ALRO-28201301 | 1/8" FTQ Alum Dmd Plt | 68  | 10.40 | 707.20 |

6. Replace all DOT lighting. Line Total 1141.65

| Part Number | Description      | QTY | Each  | Total |
|-------------|------------------|-----|-------|-------|
| NAP-35001R  | Red Marker LIGHT | 5   | 12.33 | 61.65 |

7 Repair ROM roll up door. Line Total 1598.07

| Part Number | Description              | QTY | Each   | Total  |
|-------------|--------------------------|-----|--------|--------|
| ROM-R00054  | Lift Bar Assy            | 1   | 37.13  | 37.13  |
| ROM-R00240  | Series III Rplcmnt Track | 1   | 189.29 | 189.29 |
| ROM-R00240  | Series III Rplcmnt Track | 1   | 189.29 | 189.29 |
| ROM-R04074  | Door Switch              | 1   | 102.36 | 102.36 |

Attachment: Buffalo Grove Fd Accident Damage T 235 (O-2020-68 : Repairs to Ladder Truck Unit #235)

9545 N. Industrial Dr. | St. John, IN 46373

219-365-7157 | Fax 219-365-8572 | [www.fireserviceinc.com](http://www.fireserviceinc.com)

2% Interest Per Month On All Past Due Account Over 30 Days Old,  
Plus Any Legal Fee Due To Legal Action.

| Estimate Total |                    |
|----------------|--------------------|
| Labor          | \$23,091.25        |
| Parts          | \$3,421.44         |
| Sublets        | \$2,500.00         |
| Supplies       | \$300.00           |
| Subtotal       | \$29,312.69        |
| Tax            | \$0.00             |
| <b>Total</b>   | <b>\$29,312.69</b> |

Packet Pg. 150

**Fire Service Inc.-IL****Service Estimate 4219**

|         |                           |            |                    |          |          |         |          |
|---------|---------------------------|------------|--------------------|----------|----------|---------|----------|
| Name    | Buffalo Grove, Village of | Contact    |                    | Created  | 09/14/20 | Year    | 2010     |
| Address | 51 Raupp Blvd             | Address 2  |                    | Time     | 6:08 AM  | Make    | Ferrara  |
| Home    | Buffalo Grove, IL 60089   | V.I.N. #   | 1F9508330911140612 | Promised |          | Model   | Platform |
| Work    | 847-459-2513 -Garage      | Engine Dat |                    | Advisor  | Tom T    | SO#     | H-4107   |
| Fax     | 847-537-0995              | Hours      | 10,570             | Division | IL       | Unit #  | T-235    |
|         | 847-537-7370              |            |                    | PO#      |          | Fleet # |          |
|         |                           |            |                    | Page#    | 2 of 2   |         |          |

**Job Description**

|                                           |            |        |
|-------------------------------------------|------------|--------|
| 8. Reinstall warning lights on rear body. | Line Total | 810.00 |
|-------------------------------------------|------------|--------|

|                                  |            |         |
|----------------------------------|------------|---------|
| 9. Install Chevron on rear body. | Line Total | 2500.00 |
|----------------------------------|------------|---------|

Strye's Plus and More

|                           |            |         |
|---------------------------|------------|---------|
| 10. Install new rub rail. | Line Total | 1144.30 |
|---------------------------|------------|---------|

| Part Number | Description         | QTY | Each  | Total  |
|-------------|---------------------|-----|-------|--------|
| EONE-555641 | Rubrail W/Grip Surf | 10  | 33.43 | 334.30 |

Attachment: Buffalo Grove Fd Accident Damage T 235 (O-2020-68 : Repairs to Ladder Truck Unit #235)

9545 N. Industrial Dr. | St. John, IN 46373

219-365-7157 | Fax 219-365-8572 | [www.fireserviceinc.com](http://www.fireserviceinc.com)

2% Interest Per Month On All Past Due Account Over 30 Days Old,  
Plus Any Legal Fee Due To Legal Action.

| Estimate Total |                    |
|----------------|--------------------|
| Labor          | \$23,091.25        |
| Parts          | \$3,421.44         |
| Sublets        | \$2,500.00         |
| Supplies       | \$300.00           |
| Subtotal       | \$29,312.69        |
| Tax            | \$0.00             |
| <b>Total</b>   | <b>\$29,312.69</b> |

## ORDINANCE 2020-\_\_\_\_\_

**A ORDINANCE AUTHORIZING THE REPAIR OF UNIT 235 TO BE PERFORMED BY FIRE SERVICE INC.**

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

**WHEREAS**, the Village of Buffalo requires repairs be made to critical fire apparatus; and

**WHEREAS**, Fire Service Inc., is the closest authorized repair shop.

**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 Board hereby authorizes The Village Manager to expend \$29,312.69 to effect repairs to Unit #235. As this expense is based upon an estimate and further damage may be found once repairs are begun, staff is also requesting the Village Manager control a contingency in the amount of \$5,862.31, for a total not to exceed amount of \$35,175.00

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: 235 Repair Ordinance (O-2020-68 : Repairs to Ladder Truck Unit #235)



**Ordinance No. O-2020-69 : Panasonic Toughbook Purchases for Fire Department Computer Aided Dispatch System.**

**Recommendation of Action**

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to order Panasonic Toughbooks through the State of Illinois Central Management Services contract CMS701124A in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$73,035.00

**ATTACHMENTS:**

- Toughbook Memo (DOCX)
- Quote 487460 - 14 x FZ-55's (PDF)
- Computer Joint Purchase Ordinance (DOCX)

**Trustee Liaison**  
Johnson

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020

VILLAGE OF  
BUFFALO GROVE

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**MEMORANDUM**

**DATE:** September 16, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Brett Robinson, Purchasing Manager  
**SUBJECT:** Toughbook Purchase for CAD

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**Background**

With the implementation of a new computer aided dispatch (CAD) system through Northwest Central Dispatch new mobile computers are required to be installed in the Fire fleet. In an effort to standardize equipment, it is recommended that the Fire Department purchase and install the same computer and cellular router equipment that the Police Department has installed in their vehicles. The purchase is recommended to be made through the State of Illinois joint Purchasing contract CMS701124A.

**Recommendation**

Staff recommends that the Village Board authorize the Village Manager to order Panasonic Toughbooks through the State of Illinois Central Management Services contract CMS701124A in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$73,035.00



**CDS Office Technologies**

1271 HAMILTON PARKWAY  
Itasca, Illinois 60143  
United States  
(P) 630-625-4519  
(F) 630-305-9876

**Quotation (Open)****Date**

Sep 09, 2020 09:21 AM CDT

**Modified Date**

Sep 09, 2020 09:30 AM CDT

**Doc #**

487460 - rev 1 of 1

**Description**

14 x FZ-55C8601VM-PS, 1104073  
MP 70's

**SalesRep**

Gottlieb, Mark  
(P) 630-625-4519  
(F) 630-305-9876

**Customer Contact**

Skibbe, Michael  
MSkibbe@vbg.org

**Customer**

Buffalo Grove Fire  
Department (BG2868)  
Skibbe, Michael  
1051 Highland Grove Drive  
Buffalo Grove, IL 60089  
United States  
(P) 847-537-0995 x209

**Bill To**

Buffalo Grove Fire Department  
Accounts Payable  
1051 Highland Grove Drive  
Buffalo Grove, IL 60089  
United States

**Ship To**

Buffalo Grove Fire Department  
Robinson, Brett  
1051 Highland Grove Drive  
Buffalo Grove, IL 60089  
United States  
(P) 847-459-2500  
brobinson@vbg.org

**Customer PO:****Terms:**

Undefined

**Ship Via:**

Best Way

**Special Instructions:****Carrier Account #:**

| #                                                   | Description                                                                                                                                                                           | Part #           | Qty       | Unit Price        | Total              |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------|-------------------|--------------------|
| <b>State of Illinois Master Contract CMS5848520</b> |                                                                                                                                                                                       |                  |           |                   |                    |
| 1                                                   | <b>Panasonic Toughbook FZ-55 Semi Rugged</b>                                                                                                                                          |                  |           |                   |                    |
|                                                     | Panasonic Toughbook 55                                                                                                                                                                | FZ-55C8601VM     | 1         |                   |                    |
|                                                     | Win10 Pro, Intel Core i7-8665U 1.9GHz, vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 512GB SSD, 8GB, Intel Wi-Fi, Bluetooth, TPM 2.0, Infrared Webcam, Emissive Backlit Keyboard, Flat |                  |           |                   |                    |
|                                                     | Panasonic Protection Plus                                                                                                                                                             | CF-SVCLTNF5Y     | 1         |                   |                    |
|                                                     | Accidental damage coverage - parts and labor - 5 years - for Toughbook                                                                                                                |                  |           |                   |                    |
|                                                     | Panasonic Deployment Services Toughbook & Toughpad Premier                                                                                                                            | CF-SVCPDEP5Y     | 1         |                   |                    |
|                                                     | Installation / configuration - 5 years (years: 1st - 5th)                                                                                                                             |                  |           |                   |                    |
|                                                     | Panasonic Hard Drive Warranty                                                                                                                                                         | CF-SVC512SSD5Y   | 1         |                   |                    |
|                                                     | Extended service agreement - no drive return (for 512 GB SSD drive) - 5 years                                                                                                         |                  |           |                   |                    |
|                                                     | <b>Bundle Subtotal</b>                                                                                                                                                                |                  | <b>14</b> | <b>\$3,260.00</b> | <b>\$45,640.00</b> |
|                                                     | <b>Accessories</b>                                                                                                                                                                    |                  |           |                   |                    |
| 2                                                   | 8GB RAM for FZ-55 Mk1                                                                                                                                                                 | FZ-BAZ1908       | 14        | \$125.00          | \$1,750.00         |
|                                                     | <b>Vehicle Docking Station &amp; Power Supply</b>                                                                                                                                     |                  |           |                   |                    |
| 3                                                   | Havis - CF-54/FZ-55 Docking Station                                                                                                                                                   | HA-55LVD0L       | 14        | \$716.00          | \$10,024.00        |
|                                                     | Toughbook Certified Docking Station with Power Supply and 2 x fully-powered USB 3.0, 1 x RJ45 Ethernet, 1 x serial DB9, 1 x VGA & 1 x HDMI                                            |                  |           |                   |                    |
|                                                     | <b>Security Software</b>                                                                                                                                                              |                  |           |                   |                    |
| 4                                                   | Absolute Data & Device Security (DDS) Professional                                                                                                                                    | CF-SVCADDSPRED5Y | 14        | \$85.00           | \$1,190.00         |
|                                                     | Subscription license (5 years) - academic, local, state - Win                                                                                                                         |                  |           |                   |                    |
|                                                     | <b>Sierra Wireless MP70</b>                                                                                                                                                           |                  |           |                   |                    |

Attachment: Quote 487460 - 14 x FZ-55's (O-2020-69 : Computer Purchase Fire Department CAD System)

| #                      | Description                                                                                                                                               | Part #                       | Qty | Unit Price | Total       |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----|------------|-------------|
| 5                      | AirLink MP70 + WiFi - LTE-A Pro - NA - DC Cable Band 14 FirstNet Ready<br>Includes 1 Year of AirLink Complete (ALMS management and Sierra tier 1 support) | 1104073                      | 14  | \$800.00   | \$11,200.00 |
| <b>Vehicle Antenna</b> |                                                                                                                                                           |                              |     |            |             |
| 6                      | Cell/Cell/WiFi/WiFi/WiFi/GPS Antenna<br>Black - SMA Connectors - Threaded Bolt Mount                                                                      | AP-CCWWWG-Q-S222222-RP345-BL | 14  | \$229.00   | \$3,206.00  |

**Subtotal:** \$73,010.00  
 Tax (9.750%): \$0.00  
 Shipping: \$25.00  
**Total:** \$73,035.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

Attachment: Quote 487460 - 14 x FZ-55's (O-2020-69 : Computer Purchase Fire Department CAD System)

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING PURCHASE OF COMPUTERS FROM CDS OFFICE TECHNOLOGIES**

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

**WHEREAS**, the Village of Buffalo Grove Fire Department requires new vehicle mounted computers for the computer aided dispatch system; and

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

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

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

**SECTION 2.** The Village Manager is authorized to purchase computers from CS Office Technologies, through the State of Illinois Central Management Services contract CMS701124A, at a price not to exceed \$94,650.00

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Computer Joint Purchase Ordinance (O-2020-69 : Computer Purchase Fire Department CAD System)



## Ordinance No. O-2020-70 : Ciorba IICP Engineering & Field Services

### Recommendation of Action

Staff recommends approval of a 5-year contract with the Ciorba Group in accordance with the attached documents.

SUMMARY: The Metropolitan Water Reclamation District of Greater Chicago has established requirements for the Inflow/Infiltration Control Program (IICP.) Staff requests authorization to execute an agreement with Ciorba Group at a price not to exceed \$244,827.60 over the next 5 years, subject to review and approval of the agreement by the Village Attorney.

### ATTACHMENTS:

- Ciorba Memo (DOCX)
- Ciorba Ordinance (DOCX)
- Professional Service Contract 2020 - Ciorba (PDF)

### Trustee Liaison

Stein

### Staff Contact

Kyle Johnson, Engineering

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE



## MEMORANDUM

**DATE:** September 16, 2020

**TO:** Jenny Maltas, Deputy Village Manager

**FROM:** Kyle Johnson, Civil Engineer II

**SUBJECT:** Ciorba Group MWRD Annual Compliance and Documentation

All separate sanitary sewer systems in Cook County require execution of their Long Term Operation and Maintenance Program (LTOMP). The progress of this work is tracked through an annual permit process for the Metropolitan Water Reclamation District (MWRD). Parts of that documentation and permitting include, but are not limited to:

- Assisting in risk assessment and emergency program development
- Review annual map updates for completeness
- Annual operational review of lift stations
- Basin system capacity evaluation updates
- Smoke testing / dye water testing / flow metering in problem areas
- Review of Village's annual rehabilitation program
- Research of funding opportunities
- Review of ordinance changes from a technical standpoint

Ciorba Group, Inc. is heavily involved in the design and operation of the Village's sanitary sewer system in Cook County already; completing several studies and designs for the area. Their skill set and understanding of our system align well with the program obligations of MWRD.

Based upon the scope of work the total value of this contract is a not to exceed amount of \$244,827.60 over the next five years. That averages approximately \$49,000.00 per year, which is in general alignment with our Capital Improvement Planning for that same period.

Staff recommends approval of the Ciorba Group, Inc. contract.

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH CIORBA GROUP, INC.**

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

**WHEREAS**, the Village seeks to enter into an Engineering Services Agreement with Ciorba Group, Inc. for Metropolitan Water Reclamation District (MWRD) Annual Compliance and Documentation,

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

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

**SECTION 2.** The Village Manager is authorized to enter into an Engineering Services Agreement with Ciorba Group, Inc. for Metropolitan Water Reclamation District (MWRD) Annual Compliance and Documentation at a price not to exceed \$244,827.60 over the next five years.

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Ciorba Ordinance (O-2020-70 : Ciorba IICP Engineering & Field Services)

**VILLAGE OF BUFFALO GROVE  
PROFESSIONAL SERVICES AGREEMENT  
ENGINEERING SERVICES**

**THIS AGREEMENT** is dated as of the 21<sup>st</sup> day of September 2020 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

**SECTION 1. FIRM.**

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

Ciorba Group  
Address: 8715 W. Higgins Road, Suite 600  
Attn: Tony Wolff  
Phone: 773-775-4009  
Email: twolff@ciorba.com

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

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

## **SECTION 2. SCOPE OF SERVICES.**

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

## **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 14 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.



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

- E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

### **SECTION 4. PERSONNEL, SUBCONTRACTORS.**

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

**SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)**

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

**SECTION 5. CONFIDENTIAL INFORMATION.**

- A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

## **SECTION 5. CONFIDENTIAL INFORMATION. (cont.)**

- B. **No Disclosure of Confidential Information by the Firm.** The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

## **SECTION 6. WARRANTY AND INSURANCE**

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty shall be in addition to any other warranties in this Agreement, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village or Firm (or its subcontractors) shall be personally liable, in law or in contract, to the other under or arising from this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may accrue against the Village, its officials, agents and employees caused by the performance of this work by the Firm, its employees, or subcontractors, except that arising out of the sole legal cause of the Village, its agents or employees, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Firm shall, satisfy and discharge the same. Firm's responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided shall be limited to the amount of collectible insurance proceeds.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

## **SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS**

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

**SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)**

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

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

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

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

**SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)**

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

**SECTION 8. GENERAL PROVISIONS.**

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

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

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

Ciorba Group  
 Address: 8715 W. Higgins Road, Suite 600  
 Attn: Tony Wolff  
 Phone: 773-775-4009  
 Email: twolff@ciorba.com

**SECTION 8. GENERAL PROVISIONS (cont.)**

- E. **Third Party Beneficiary.** It is agreed by the Village and the Firm that this agreement is intended for the benefit of the Village and the Firm only, and not for the benefit of any consultants to the Village, contractors, trade subcontractors, suppliers, any of their employees or agents, or any other person or entity involved with any services to the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (1) by causes beyond that party's reasonable control, including epidemic and pandemic, and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, as well as labor shortages or restrictions on movement or access to labor, where that restriction or shortage is caused by legal or administrative action or the publicized recommendation of public health officials, governmental authorities, or labor organizations having jurisdiction over the project or source of supply for the project as a condition for relief from schedule and performance obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- I. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- K. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- L. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- M. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.



- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

**SECTION 8. GENERAL PROVISIONS (cont.)**

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

**ACKNOWLEDGEMENT.**

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

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

**VILLAGE OF BUFFALO GROVE**

By: \_\_\_\_\_  
Dane Bragg, Village Manager

Date: \_\_\_\_\_

Firm

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A.  
("Services")**

Attach RFQu Response documents

September 8, 2020

Mr. Kyle E. Johnson, PE, CFM  
Civil Engineer II  
Village of Buffalo Grove  
51 Raupp Boulevard  
Buffalo Grove, Illinois 60089

**Subject: MWRD Annual Documentation and Compliance  
Proposal for Engineering Services**

Dear Mr. Johnson:

Per your request, Ciorba Group, Inc. has prepared a proposal for **Engineering Services for MWRD Annual Documentation and Compliance**. Our Scope of Services is outlined in Exhibit A, which we understand to include the following:

**Annual Engineering Services:** Engineering support services will be for a five-year period and will include assistance to the Village in execution of the Long Term Operation and Maintenance Program (LTOMP) including: Assisting in risk assessment and emergency program development; Review annual map updates for completeness; Annual operational review of lift stations; Basin system capacity evaluation updates; Smoke testing / dye water testing / flow metering in problem areas; Review of Village's annual rehabilitation program; Research of funding opportunities; Review of ordinance changes from a technical standpoint; Annual MWRD reporting.

The engineering fee for the five-year service period is not to exceed **\$244,827.60**. Actual time on the project will be invoiced. A breakdown of the fee is provided in Exhibit C.

Should you have any questions please contact me at 773-892-9795. We appreciate the opportunity of submitting this proposal to the Village.

Sincerely,  
Ciorba Group, Inc.



Luke A. Mattson, P.E.  
Water Resources Project Manager

## EXHIBIT A – SCOPE OF SERVICES

The 5-year scope of services follows the outline of Metropolitan Water Reclamation District (MWRD) Technical Guidance Manual (TGM), Article 8 – Infiltration and Inflow Control Program, which is the technical guiding document used to develop the Village's current Long Term Operation and Maintenance Program (LTOMP) on file with MWRD. Only those sections relevant to the scope of this proposal are outlined below. Sections from the TGM that have been omitted from the scope below are assumed to include activities handled completely by the Village without outside engineering assistance.

### 805 – Item 1.d: Sewer System Management - SSO/BB Notification Program

A summary of Sanitary Sewer Overflows (SSOs) and Basement Backups (BBs) must be provided to MWRD annually. Information about each SSO and BB that occurs within a sanitary sewer system, whether in the private or public sector, must be recorded on the *Sanitary Sewer Overflow or Basement Backup Satellite Entity Internal Summary Form*. Ciorba Group will assist in the completion and review of these annual forms for the Village.

### 805 – Item 1.e: Sewer System Management – Emergency Preparedness and Response

The TGM indicates that the collection system should have a risk assessment, identifying areas where the collection system is vulnerable to failure, as well as the effect failure would have to system operation, equipment, public safety and health. This risk assessment should consider the vulnerability of the system to extreme weather events, other natural disasters, work stoppages, accidents, and improper maintenance or negligence. Ciorba Group will complete a risk assessment as a part of the sewer system capacity evaluation at the rate of one basin per year.

### 805 – Item 2: Mapping

Satellite entities are required to have an accurate, current map of their sanitary sewer system. Maintenance of the sewer map by updating all relevant information about the collection system is vital including information on mainline sewers and force mains; manholes and cleanouts; lift stations, siphons, diversion structures, overflows and bypasses; Building and house laterals connection points to the mainline sewer; service area boundaries; roads, water bodies, etc.; connections to District facilities; all relevant elevations, diameters, sizes, and materials of the above; and the footprint of buildings served by the public sewer system). Ciorba Group will conduct an annual review of the Village's map and provide input on updates based on the activities and information gathered for the preceding year.

### 805 – Item 3.c: Equipment and Collection System Maintenance – Lift Stations

### 805 – Item 3.d: Equipment and Collection System Maintenance – Force Mains

Information regarding lift station operation and equipment should be maintained to the fullest extent possible. Key operational parameters should be maintained in an organized and accessible manner and should be readily available to operators at all times. Ciorba Group will complete annual inspections of the six Cook County lift stations to identify maintenance activities for the upcoming year. This will include a pump station calibration by reviewing metered or calculated flows and other data that can be extracted from the local panel or historic SCADA data.

### 805 – Item 5: Sewer System Capacity Evaluation

There are eight identified sewer service basins in the Cook County portion of the Village. Since the beginning of the Short-Term Requirements, three of these basins (EE, HH, II) have had or are currently undergoing detailed inspection with smoke testing and other investigative activities such as flow metering. It has been assumed that the capacities of these basins have been evaluated to the degree required by the LTOMP. Ciorba Group will conduct a capacity

evaluation of the remaining five basins (DD, CC+DDCC, LL, FF, JJ) at the rate of 1 per year, utilizing the data gathered from inspections and testing for the given basin up to the time of the evaluation.

#### 805 – Item 6: Sewer System Inspection and Condition Assessment

The Cook County sewer system in the Village is made up of approximately 209,127 linear feet of mainline and 1,043 manholes. In the past five years, approximately 50,000 feet and 235 manholes have been inspected by a combination of smoke testing, dye testing, and visual inspection in basins EE, HH, and II. Furthermore, the Village has planned in their LTOMP to televise 2-5% of the system annually. To supplement the televising work, in order to further investigate problem areas, Ciorba Group proposes to the following annual activities:

| Activity                  | Years            | Description                                                      |
|---------------------------|------------------|------------------------------------------------------------------|
| Review Televising Reports | Annually         | 2-5% per year completed separately by Village.                   |
| Smoke Testing             | 2021, 2023, 2025 | 6,500 feet each year or approximately 10% of remaining 5 basins. |
| Manhole Inspections       | Annually         | 30 per year or approximately 20% of remaining 5 basins.          |

#### 805 – Item 7: Sewer System Rehabilitation and Updating CIP

A sewer system rehabilitation program should be established with the objective of maintaining the conveyance capacity of the sewer system. The Village has a process in place to create an annual capital improvement plan that includes projects to address I&I issues in the system based on priority, location, funding, and failure consequence. Ciorba Group proposes to review the annual program with respect to the High Priority Deficiencies list, and data gathered through SSO / BB reporting, capacity evaluations, and condition assessments.

#### 805 – Item 8: Funding Plan

Ciorba Group proposes to review funding opportunities annually for the Village including MWRD grant programs, IEPA State Revolving Loan funding, and other agency funding that may become available over the five-year term. Ciorba Group also offers to draft funding nomination forms and preliminary documentation required to secure Village projects on agency intended funding lists.

#### 805 – Item 10: Sewer System Ordinance and Enforcement

Ciorba Group proposes to review ordinance changes from a technical standpoint as it relates to MWRD compliance and with respect to new data gathered from annual system assessment, inspection, and maintenance activities.

#### 805 – Flow Monitoring

Due to changes in recent lift station capacities required by MWRD in the Cook County section of the Village, additional flow metering will be a useful tool for the Village to monitor system performance with the new operation. Flow metering will also be useful in gauging I&I reduction due to the Village lining programs, and will help to pinpoint larger sources of I&I. Ciorba proposes flow metering for a one-month period in years 2022 and 2024 of this contract.

#### 806 – Annual Reporting

Following the annual activities for each year, Ciorba Group will draft annual documentation for submittal to MWRD for Village review and execution. These forms are expected to include the *Long-Term O&M Program Annual Summary Report* and *Sanitary Sewer System Description and Inventory Form*. In addition to the MWRD reporting, Ciorba Group will submit an annual report for this contract, summarizing the activities of the previous year and providing recommendations for the upcoming year. This annual report will be organized based upon the same scope sections of this proposal.

## EXHIBIT B - PROJECT SCHEDULE

The following schedule represents general snapshot of anticipated activities in 2021 and is expected to be repeated in years 2022 – 2025.

| TASK NAME                                                 | START             | FINISH           |
|-----------------------------------------------------------|-------------------|------------------|
| <b>Fiscal Year Begins</b>                                 | <b>1/1/2021</b>   |                  |
| <b>Draft Submission of MWRD Annual Reports to Village</b> | <b>2/1/2021</b>   |                  |
| <b>MWRD Annual Reports Submission</b>                     | <b>3/1/2021</b>   |                  |
| <b>Inspection and Monitoring Activities</b>               | <b>3/1/2021</b>   | <b>7/1/2021</b>  |
| <b>Assessment and Evaluation Activities</b>               | <b>7/1/2021</b>   | <b>9/1/2021</b>  |
| <b>CIP and Funding Activities</b>                         | <b>9/1/2021</b>   | <b>10/1/2021</b> |
| <b>Ciorba Annual Summary Report Submission</b>            | <b>10/1/2021</b>  |                  |
| <b>Village Budget Submission</b>                          | <b>10/31/2021</b> |                  |

**Exhibit B.**  
**Agreed Upon Pricing Structure**

Attach Schedule of Prices

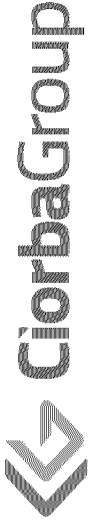


## EXHIBIT C - COST ESTIMATE OF CONSULTANT SERVICES

Ciorba Group proposes the following fees to complete the MWRD Annual Documentation and Compliance Engineering Services.

| Service           | 2021               | 2022               | 2023               | 2024               | 2025               | 5-Year Total        |
|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Base Fee          | \$30,100.50        | \$31,003.50        | \$31,933.60        | \$32,891.60        | \$33,878.40        | \$159,807.50        |
| Smoke Testing     | \$10,000.00        | -                  | \$10,600.00        | -                  | \$11,255.00        | \$31,855.00         |
| Flow Metering     | -                  | \$15,000.00        | -                  | \$15,915.00        | -                  | \$30,915.00         |
| Contingency (10%) | \$4,010.00         | \$4,600.00         | \$4,250.00         | \$4,880.00         | \$4,510.00         | \$22,250.00         |
| <b>Total</b>      | <b>\$44,110.50</b> | <b>\$50,603.50</b> | <b>\$46,783.60</b> | <b>\$53,686.60</b> | <b>\$49,643.40</b> | <b>\$244,827.60</b> |

The tables on the following pages provide detailed staff hour and direct cost estimates for the 2021 Base Fee. Fees have been increased 3% annually to account for changing salary rates.



**Cost Estimate of  
Consultant Services**  
(Direct Labor Multiple)

Firm Ciorba Group, Inc  
 Client Village of Buffalo Grove  
 County Cook  
 Job No. \_\_\_\_\_

Date 09/08/20

| ITEM                                     | MANHOURS<br>(A) | PAYROLL<br>(B) | (2.9+R) TIMES<br>PAYROLL<br>(C) | DIRECT<br>COSTS<br>(D) | SERVICES<br>BY<br>OTHERS<br>(E) | TOTAL<br>(C+D+E) | % OF<br>GRAND<br>TOTAL |
|------------------------------------------|-----------------|----------------|---------------------------------|------------------------|---------------------------------|------------------|------------------------|
| Meetings, Data Collection & Coordination | 8               | \$ 520.00      | \$ 1,508.00                     | \$ 57.50               |                                 | \$ 1,565.50      | 5.20%                  |
| Water Resources                          | 162             | \$ 7,854.00    | \$ 22,776.60                    | \$ 260.00              |                                 | \$ 23,036.60     | 76.53%                 |
| QC/QA                                    | 8               | \$ 676.00      | \$ 1,960.40                     |                        |                                 | \$ 1,960.40      | 6.51%                  |
| Project Management & Administration      | 16              | \$ 1,220.00    | \$ 3,538.00                     |                        |                                 | \$ 3,538.00      | 11.75%                 |
| <b>TOTALS</b>                            | 194             | \$ 10,270.00   | \$ 29,783.00                    | \$ 317.50              |                                 | \$ 30,100.50     | 100.00%                |

| STAFF HOURS                          |                                                                               |                 |                |                                       |             |            |
|--------------------------------------|-------------------------------------------------------------------------------|-----------------|----------------|---------------------------------------|-------------|------------|
| Village of Buffalo Grove             |                                                                               |                 |                |                                       |             |            |
| 2021 MWRD Documentation & Compliance |                                                                               |                 |                |                                       |             |            |
| Task<br>Sub-Task                     | Activity                                                                      | Grand<br>Total  | QA/QC Engineer | Project Engineer / Project<br>Manager | Engineer II | Engineer I |
|                                      |                                                                               | 194             | 18             | 74                                    | 50          | 52         |
| 1.                                   | Meetings, Data Collection & Coordination                                      | Task Total: 8   | 2              | 4                                     | 2           |            |
| 010                                  | Meetings                                                                      | Subtotal: 8     | 2              | 4                                     | 2           |            |
|                                      | Meetings with Village                                                         | 8               | 2              | 4                                     | 2           |            |
|                                      |                                                                               |                 |                |                                       |             |            |
| 3.                                   | Water Resources                                                               | Task Total: 162 |                | 62                                    | 48          | 52         |
| 033                                  | Sanitary Sewer                                                                | Subtotal: 162   |                | 62                                    | 48          | 52         |
|                                      | 805 – Item 1.d: Sewer System Management - SSO/BB Notification Program         | 6               |                | 2                                     | 2           | 2          |
|                                      | 805 – Item 1.e: Sewer System Management – Emergency Preparedness and Response | 12              |                | 4                                     | 4           | 4          |
|                                      | 805 – Item 2: Mapping                                                         | 14              |                | 2                                     | 4           | 8          |
|                                      | 805 – Item 3.c: Equipment and Collection System Maintenance – Lift Stations   | 28              |                | 20                                    | 4           | 4          |
|                                      | 805 – Item 3.d: Equipment and Collection System Maintenance – Force Mains     | 10              |                | 2                                     | 4           | 4          |
|                                      | 805 – Item 5: Sewer System Capacity Evaluation                                | 24              |                | 8                                     | 8           | 8          |
|                                      | 805 – Item 6: Sewer System Inspection and Condition Assessment                | 30              |                | 10                                    | 10          | 10         |
|                                      | 805 – Item 7: Sewer System Rehabilitation and Updating CIP                    | 6               |                | 2                                     | 2           | 2          |
|                                      | 805 – Item 8: Funding Plan                                                    | 6               |                | 2                                     | 2           | 2          |
|                                      | 805 – Item 10: Sewer System Ordinance and Enforcement                         | 2               |                | 2                                     |             |            |
|                                      | 806 – Annual Reporting                                                        | 24              |                | 8                                     | 8           | 8          |
|                                      |                                                                               |                 |                |                                       |             |            |
| 6.                                   | QC/QA                                                                         | Task Total: 8   | 8              |                                       |             |            |
| 090                                  | QC/QA                                                                         | Subtotal: 8     | 8              |                                       |             |            |
|                                      | Water Resources                                                               | 8               | 8              |                                       |             |            |
|                                      |                                                                               |                 |                |                                       |             |            |
| 7.                                   | Project Management & Administration                                           | Task Total: 16  | 8              | 8                                     |             |            |
| 100                                  | Project Management & Administration                                           | Subtotal: 16    | 8              | 8                                     |             |            |
|                                      | Project Administration                                                        | 8               | 8              |                                       |             |            |
|                                      | Project Management                                                            | 8               |                | 8                                     |             |            |
|                                      |                                                                               |                 |                |                                       |             |            |



**FIRM NAME** Ciorba Group, Inc. **DATE** 09/08/20  
**PRIME/SUPPLEMENT** Prime  
**Client** Village of Buffalo Grove

**ESCALATION FACTOR** 0.00%

| CLASSIFICATION                     | CURRENT RATE | ESCALATED RATE |
|------------------------------------|--------------|----------------|
| QA/QC Engineer                     | \$84.50      | \$84.50        |
| Project Engineer / Project Manager | \$68.00      | \$68.00        |
| Engineer II                        | \$39.50      | \$39.50        |
| Engineer I                         | \$33.50      | \$33.50        |

**IN-HOUSE DIRECT COSTS**  
**Village of Buffalo Grove**  
**2021 MWRD Documentation & Compliance**

**Meetings, Data Collection & Coordination**

| Description       | Unit | Unit Cost | Quantity | Extended Cost   |
|-------------------|------|-----------|----------|-----------------|
| Vehicle (mileage) | mile | \$ 0.575  | 100      | \$ 57.50        |
| Total:            |      |           |          | <u>\$ 57.50</u> |

**Water Resources**

| Description   | Unit | Unit Cost | Quantity | Extended Cost    |
|---------------|------|-----------|----------|------------------|
| Vehicle (day) | day  | \$ 65.00  | 4        | \$ 260.00        |
| Total:        |      |           |          | <u>\$ 260.00</u> |

### Exhibit C. Insurance

#### 1. Firm's Insurance

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

A. Scope of Insurance: Coverage shall meet the following requirements:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements or reasonably equal and commercially available: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form reasonably equal to the ISO Additional Insured Endorsement CG 2010 and CG 2026 and commercially available.
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" or reasonably equal and commercially available endorsement.
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) The Firm, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. The Village acknowledges that the Firm has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials").

B. Limits of Insurance: Firm shall maintain the following limits:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4)

C. Deductibles and Self-Insured Retentions

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

#### D. Other Insurance Provisions

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

##### 1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

## I.



J. Workers' Compensation and Employers' Liability Coverage

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

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

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

L. Professional Liability

- 1) Professional liability insurance with limits of \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.



## Resolution No. R-2020-42 : Cook County CARES IGA

### Recommendation of Action

Staff recommends approval of an IGA with Cook County for the application and potential reimbursement of Village COVID related expenses subject to Village Attorney review and approval.

SUMMARY: Staff recommends approval of an Inter-Governmental Agreement with Cook County for reimbursements related to the COVID-19 Pandemic.

### ATTACHMENTS:

- Cook County IGA Memo (DOCX)
- Resolution Authorizing Village to Execute Intergovernmental Agreement (PDF)
- Cook County CARES IGA (PDF)

**Trustee Liaison**  
Smith

**Staff Contact**  
Mike Baker, Fire

Monday, September 21, 2020

VILLAGE OF  
BUFFALO GROVE

---



**MEMORANDUM**

**DATE:** September 17, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Mike Baker, Fire Chief  
**SUBJECT:** Cook County CARES Reimbursement Inter-Governmental Agreement

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The Cook County Board has allocated \$108,268.08 in potential reimbursement of COVID related expenditures to the Village of Buffalo Grove through the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act.

To be eligible for COVID related expense reimbursement, an application for reimbursement must be completed by October 31, 2020 and an Inter-Governmental Agreement (IGA) authorized and executed by the Village Board prior to any reimbursements being distributed.

Staff recommends approval of the inter-governmental agreement subject to review and approval by the Village legal counsel.

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS WITH COOK COUNTY**

**WHEREAS**, the Village and Cook County, Illinois desire to enter into an Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds ("Agreement"), a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, it would be in the best interests of the Village and its citizens to enter into the attached Agreement (**Exhibit A**).

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE:**

**SECTION ONE:** That the Village President, or her designee, be and is hereby authorized and directed to execute the attached Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds (**Exhibit A**) by and between the Village and Cook County, Illinois, and to take such further steps to comply with the terms and conditions set forth therein.

**SECTION TWO:** That this Resolution shall be in full force and effect after passage and approval as required by law.

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED AND APPROVED** this \_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

F:\PTBrankin\Buffalo Grove, Village\Resolution\Resolution Authorizing Village to execute Intergovernmental agreement.docx

Attachment: Resolution Authorizing Village to Execute Intergovernmental Agreement (R-2020-42 : Cook County CARES IGA)

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT  
FOR  
CORONAVIRUS RELIEF FUNDS**



**Between**

**COUNTY OF COOK, ILLINOIS**

**And**

**VILLAGE OF BUFFALO GROVE, ILLINOIS**

**(Cook County, Illinois Suburban Municipality, Township or Fire Protection District  
(Subrecipient))**

**Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

Attachment: Cook County CARES IGA (R-2020-42 : Cook County CARES IGA)

## SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier):  
Village of Buffalo Grove
- Subrecipient's unique entity identifier (DUNS): 074402751
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: \$108,268.08
- Federal Award Program Description:  
Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.
- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: SuburbanCovidFundingRequest@cookcountyil.gov
- Award is for Research & Development (R&D): NO

**THIS AGREEMENT** entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called “Cook County”), and the Village of Buffalo Grove, Illinois (herein called “Subrecipient”). Cook County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

**WHEREAS**, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”); and

**WHEREAS**, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

**WHEREAS**, Cook County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury; and

**WHEREAS**, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

**WHEREAS**, Cook County acknowledges that there are local municipalities within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities in addressing the impacts of the COVID-19 Public Health Emergency; and

**WHEREAS**, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

**WHEREAS**, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

**NOW, THEREFORE**, the Parties mutually agree as follows:

## **I. AGREEMENT TERM**

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the “Initial Term”).
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

## **II. ACTIVITIES & ELIGIBLE EXPENSES**

### **A. Activities**

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

### **B. Eligible Expenses**

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for “Eligible Expenses” as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, “Eligible Expenses” shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

## **III. NOTICES**

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

Ammar M. Rizki  
 Chief Financial Officer  
 Cook County Bureau of Finance  
 118 N. Clark Street, Suite 1127  
 Chicago, IL 60602  
[SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov)

Name of Subrecipient: Village of Buffalo Grove  
 Address: 50 Raupp Blvd, Buffalo Grove, IL 60089  
 Email: [fire@vbg.org](mailto:fire@vbg.org)

## **IV. TERMS & CONDITIONS**

The following requirements are applicable to all activities undertaken with CRF funds.



#### A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

#### B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

#### C. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

#### D. Indemnification

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees,

expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cook County under this Agreement.

#### E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

#### F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

#### G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

#### H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

#### I. Suspension or Termination

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

#### J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any

subcontractors pertaining to any matter resulting from a contract.

**K. Debarment / Suspension and Voluntary Exclusion**

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
  2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

**V. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

**B. Duplication of Benefits; Subrogation**

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify Cook County of any disaster assistance received from any other source.

**C. Documentation & Recordkeeping**

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds

allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

#### D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

#### E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

#### F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### G. Monitoring & Compliance

Cook County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

#### H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

## 1. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

## J. Payment & Reporting Procedures

### 1. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

- a. Requests for reimbursement or funding must be submitted via email to [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov). Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the

funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc... to substantiate eligible expenses. Subrecipient must indicate to the County by September 30, 2020 its intent (or not) to fully expend its allocated funds by December 30, 2020. In the case the subrecipient reports to Cook County that it anticipates spending less than its entire allocation, the County will reduce the subrecipient's total allocation by the anticipated unused amount. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

## **VI. Personnel & Participation Conditions**

### **1. Hatch Act**

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

### **2. Conflict of Interest**

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

## **VII. ATTACHMENTS**

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

## **VII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **VIII. WAIVER**

Cook County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## IX. CERTIFICATION

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

## X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

## VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

**VILLAGE OF BUFFALO GROVE, ILLINOIS**

**Signed:** \_\_\_\_\_

**Its Duly Authorized Agent**

**Printed Name:** Beverly Sussman

**Title:** Village President

**Date:** \_\_\_\_\_

**COOK COUNTY, ILLINOIS**

**Signed:** \_\_\_\_\_

**Its Duly Authorized Agent**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to form:**

**Signed:** \_\_\_\_\_

Office of the Cook County State's Attorney

Attachment: Cook County CARES IGA (R-2020-42 : Cook County CARES IGA)



## ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

### Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase.
  - COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

## ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient's receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook

County, Illinois, and \_\_\_\_\_ on \_\_\_\_\_, 2020. Any such funds received by the Subrecipient shall be referred to herein as “additional funds.”

Additional funds received by the Subrecipient that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: Village of Buffalo Grove

Signed: \_\_\_\_\_

Its Duly Authorized Agent

Printed Name: Beverly Sussman

Title: Village President

Date: \_\_\_\_\_



**Resolution No. R-2020-43 : Consideration for Trustees for an Easement Assignment to Lake County**

**Recommendation of Action**

Staff recommends approval.

SUMMARY: Lake County asked to be assigned a Buffalo Grove easement to officially maintain a storm sewer related to the Buffalo Grove Road and Aptakisic Road projects.

**ATTACHMENTS:**

- Aptk RD easement assign memo 20-0826 (DOCX)
- Resolution Aptk Rd Storm Sewer Easement Transfer (DOCX)
- Assignment of Permanent Easement FINAL (9-2-20) (PDF)
- Exhibit A - storm sewer easement location (PDF)

**Trustee Liaison**

Stein

**Staff Contact**

Darren Monico, Public Works

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE

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## MEMORANDUM

**DATE:** August 26, 2020

**TO:** Dane Bragg, Village Manager

**FROM:** Darren Monico, Village Engineer

**SUBJECT:** Aptakisic Road Easement Assignment

---

### **Background**

The Village currently has a storm sewer easement with the Park District along the north side of Aptakisic Road at the northwest corner of the intersection of Aptakisic Road and Buffalo Grove Road. The easement is located within the Park District Property as shown on the attached map and not within the Right-of-Way of Aptakisic Road.

The widening of this part of Aptakisic Road is included as part of the current Buffalo Grove Road project. To facilitate the widening, the Village is being asked to assign this easement to the Lake County Department of Transportation (LCDOT), officially shown as "Lake County" in the legal agreements. With the transfer of the easement, the LCDOT will be legally allowed to maintain the storm sewer that is within the easement. Currently LCDOT maintains this storm sewer, which is being removed and replaced for the project. This agreement just completes the documentation to transfer ownership and maintenance of this portion of the storm sewer to LCDOT. All other aspects of the Village easements will remain with the Village.

### **Recommendation**

Staff recommends approving the resolution to transfer the easement from the Village of Buffalo Grove to Lake County.

## RESOLUTION NO. 2020 - \_\_\_\_\_

A RESOLUTION FOR ASSIGNMENT OF PERMANENT STORM SEWER  
EASEMENT RELATING TO STORM SEWER MAINTENANCE NEAR THE  
INTERSECTION OF APTAKISIC ROAD AND BUFFALO GROVE ROAD

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

WHEREAS, The Village of Buffalo Grove is desirous to assign the permanent easement agreements for storm sewer maintenance related to the road construction of Buffalo Grove Road and Aptakisic Road to the County of Lake;

WHEREAS, the County of Lake will be taking maintenance responsibility for the existing storm sewer as it includes drainage for Buffalo Grove Road and Aptakisic Road; and,

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

The Village of Buffalo Grove hereby approves the assignment of permanent easement for the storm sewer maintenance responsibility in the attached Exhibit A - storm sewer easement location to the County of Lake. All other rights in the easements to the Village of Buffalo Grove under document number 2785387 remain the property of the Village of Buffalo Grove.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PASSED: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Village President

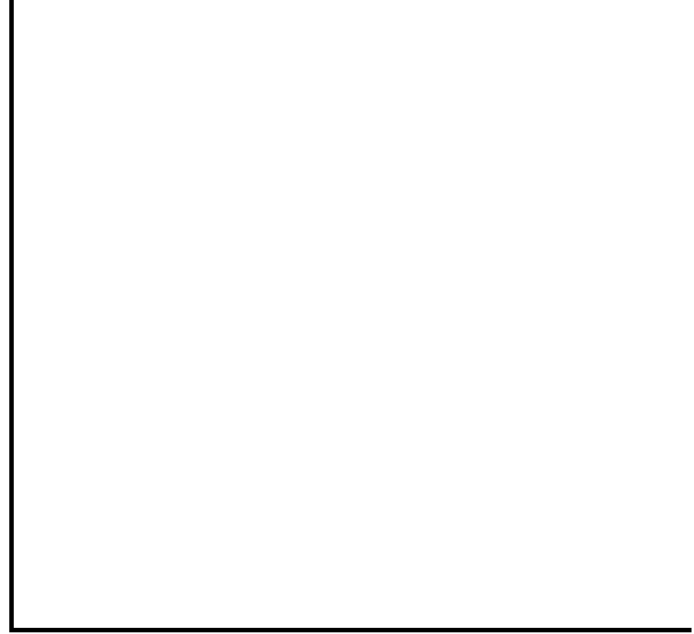
ATTEST:

\_\_\_\_\_  
Village Clerk



# **ASSIGNMENT OF PERMANENT EASEMENT**

Section 11-00249-03-WR  
 Station 62+70.08 – 64+86.20  
 Parcel  
 Owner Buffalo Grove Park District  
  
 Address 530 Bernard Drive  
 Buffalo Grove, Illinois 60089



The undersigned, Village of Buffalo Grove, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter ASSIGNOR) for Ten Dollars (\$10.00) and other valuable consideration received does hereby ASSIGN to the County of Lake (hereinafter ASSIGNEE), their successors and assigns, its PERMANENT EASEMENT to install, operate, maintain, and remove, from time to time, facilities used for purposes of storm sewer and drainage as related to the County highway system, in, under, across, along and upon the surface of the property shown within the dotted lines shown on the attached Exhibit A, marked up as “Assignment” on the plat recorded as document number 2785387 in the Lake County Recorder of Deeds. All other rights in the easements to the Village of Buffalo Grove under document number 2785387 remain the property of the Village of Buffalo Grove.

Township of Vernon, Lake County, Illinois.

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 at \_\_\_\_\_.

By: \_\_\_\_\_ (Seal)  
 Name:

By: \_\_\_\_\_ (Seal)  
 Name:

STATE OF ILLINOIS )  
 COUNTY OF LAKE )

Attachment: Assignment of Permanent Easement FINAL (9-2-20) (R-2020-43 : Easement Assignment Lake County)



I, \_\_\_\_\_, a Notary Public in and for said County and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

(Seal)

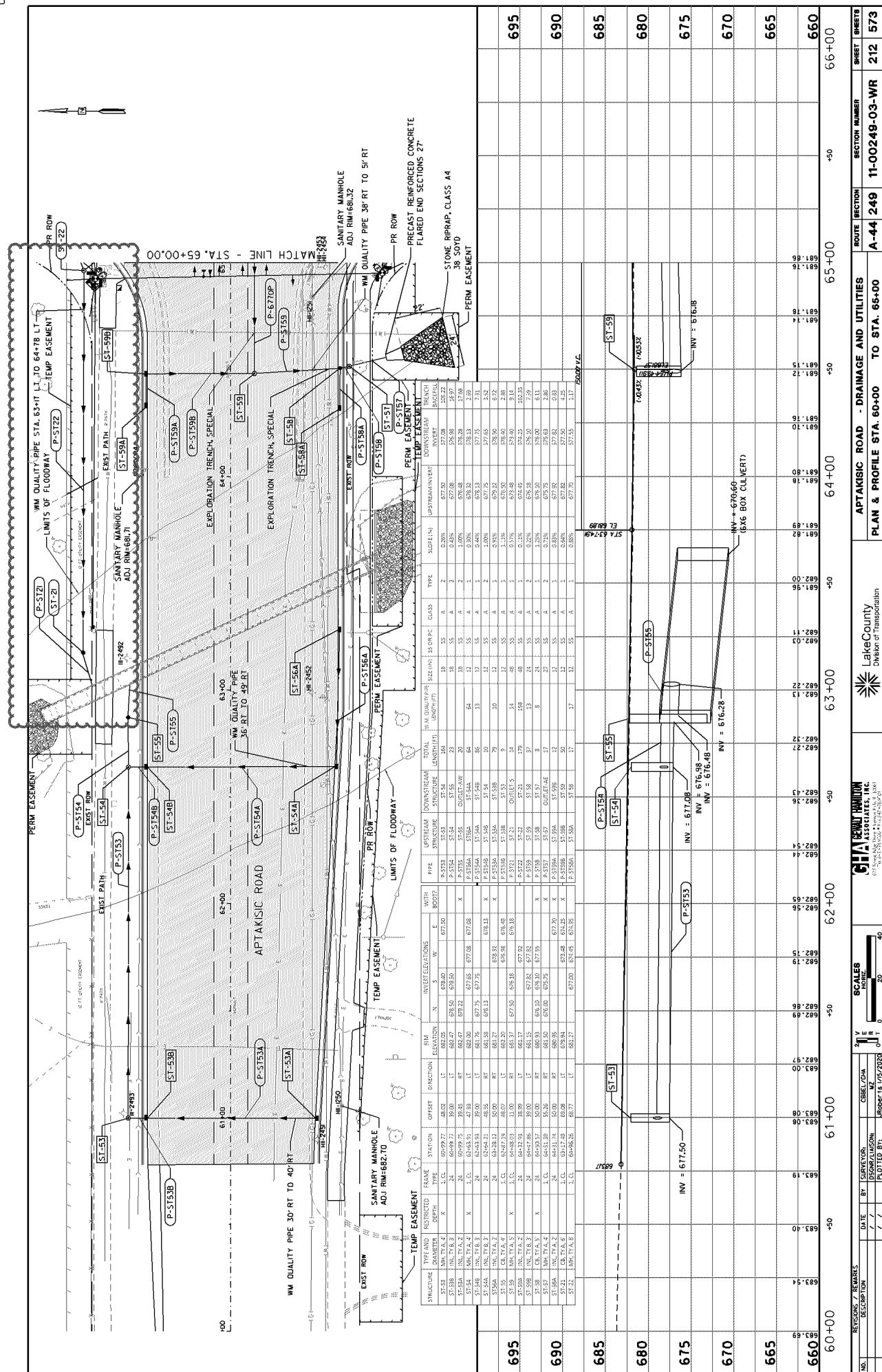
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

This instrument was prepared by the Lake County Division of Transportation, 600 W. Winchester Rd., Libertyville, Illinois 60048.









**Resolution No. R-2020-44 : Ordinance Approving an Amendment to the Village's 2020 Position Classification**

**Recommendation of Action**

Staff recommends approval.

SUMMARY: Attached is the revised 2020 pay ranges for employees of the Village of Buffalo Grove. The 2020 pay ranges have been revised to reflect the new position of Administrative Services Manager/ Assistant Village Clerk.

**ATTACHMENTS:**

- BOT Memo (DOCX)
- Pay Range Resolution (DOCX)
- 2020 revised pay ranges (PDF)

**Trustee Liaison**

Weidenfeld

**Staff Contact**

Chris Stilling, Community Development

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE



DATE: September 17, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Revised 2020 Pay Range

## **Background**

Attached please find the proposed revised 2020 pay ranges for employees of the Village of Buffalo Grove. The 2020 pay ranges have been revised to reflect the new position of Administrative Services Manager/Assistant Village Clerk that has been created as a part of a recent reorganization within both the Office of the Village Manager and Community Development Department.

## **Staffing Recommendations**

### *Administrative Services Manager/Assistant Village Clerk*

Staff is requesting to create a new Administrative Services Manager/Assistant Village Clerk within Pay Grade 21. This new position would be responsible for many of the Deputy Clerk duties as well as provide assistance and supervision of the existing Community Development Administrative Assistants

Staff has extended an offer to Jessie Brown, who has accepted the position.

## **Action Requested**

Staff recommends that the Village Board approve the attached Resolution amending the 2020 Pay Ranges by including the Administrative Services Manager/Assistant Village Clerk in Pay Grade 21.

## RESOLUTION NO. 2020-\_\_\_\_\_

**A RESOLUTION APPROVING THE REVISED 2020 PAY RANGES FOR  
VILLAGE OF BUFFALO GROVE EMPLOYEES**

WHEREAS, on December 2, 2019, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2020 budget, and;

WHEREAS, on December 2, 2019, the Village President and Board of Trustees approved the 2020 pay ranges, and;

WHEREAS, the 2020 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 2020 Pay Ranges for Village of Buffalo Grove Employees (attached).
2. The revised 2020 Pay Ranges will become effective upon approval, unless noted otherwise within the attached Pay Range document.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PASSED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_

Village Clerk

\_\_\_\_\_

Village President

**VILLAGE OF BUFFALO GROVE**  
**Revised 2020 Pay Ranges**

| Position                                                         | New Min      | Step | New Max      | Step |
|------------------------------------------------------------------|--------------|------|--------------|------|
| <b>Pay Grade 74</b>                                              | \$134,278.56 | 413  | \$198,134.56 | 493  |
| Deputy Village Manager                                           |              |      |              |      |
| <b>Pay Grade 70</b>                                              | \$121,530.24 | 393  | \$181,122.24 | 473  |
| Director of Finance                                              |              |      |              |      |
| Police Chief                                                     |              |      |              |      |
| Fire Chief                                                       |              |      |              |      |
| Director of Public Works                                         |              |      |              |      |
| Director of Community Development                                |              |      |              |      |
| <b>Pay Grade 66</b>                                              | \$106,219.36 | 366  | \$159,095.04 | 447  |
| Deputy Fire Chief                                                |              |      |              |      |
| Director of Human Resources                                      |              |      |              |      |
| Deputy Police Chief                                              |              |      |              |      |
| Village Engineer                                                 |              |      |              |      |
| Deputy Director of Public Works                                  |              |      |              |      |
| <b>Pay Grade 62</b>                                              | \$100,549.28 | 355  | \$149,851.52 | 435  |
| Police Commander                                                 |              |      |              |      |
| Battalion Chief                                                  |              |      |              |      |
| Deputy Director of Finance                                       |              |      |              |      |
| <b>Pay Grade 58</b>                                              | \$90,099.36  | 333  | \$134,278.56 | 413  |
| Police Lieutenant                                                |              |      |              |      |
| Building Commissioner                                            |              |      |              |      |
| Head Golf Professional BG & Arbo                                 |              |      |              |      |
| Public Works Superintendent                                      |              |      |              |      |
| Deputy Community Development Director                            |              |      |              |      |
| <b>Pay Grade 54</b>                                              | \$82,775.68  | 316  | \$123,362.72 | 396  |
| Civil Engineer II                                                |              |      |              |      |
| Principal Planner                                                |              |      |              |      |
| Police Sergeant                                                  |              |      |              |      |
| EMS Educator                                                     |              |      |              |      |
| <b>Pay Grade 50</b>                                              | \$113,900.80 | 380  | \$127,110.88 | 402  |
| Fire Lieutenant/ Paramedic<br>(May 1, 2019 - April 30, 2020)     |              |      |              |      |
| <b>Pay Grade 46</b>                                              | \$111,652.32 | 376  | \$124,600.32 | 398  |
| Fire Lieutenant/ Non-Paramedic<br>(May 1, 2019 - April 30, 2020) |              |      |              |      |
| <b>Pay Grade 42</b>                                              | \$76,425.44  | 300  | \$113,900.80 | 380  |
| Public Works Manager                                             |              |      |              |      |
| Purchasing Manager                                               |              |      |              |      |

Attachment: 2020 revised pay ranges (R-2020-44 : Resolution Approving an Amendment to the Village's Position Classification)



|                                                         |             |     |              |     |
|---------------------------------------------------------|-------------|-----|--------------|-----|
| Civil Engineer I                                        |             |     |              |     |
| Assistant to the Village Manager                        |             |     |              |     |
|                                                         |             |     |              |     |
| <b>Pay Grade 34</b>                                     | \$71,273.28 | 286 | \$106,219.36 | 366 |
| Plan Reviewer                                           |             |     |              |     |
| Mechanic III                                            |             |     |              |     |
| Crew Leader                                             |             |     |              |     |
| Community Engagement Manager                            |             |     |              |     |
| Technical Services Manager                              |             |     |              |     |
|                                                         |             |     |              |     |
| <b>Pay Grade 29</b>                                     | \$66,466.40 | 272 | \$108,359.68 | 370 |
| Firefighter/Paramedic                                   |             |     |              |     |
| (May 1, 2019 - April 30, 2020)                          |             |     |              |     |
|                                                         |             |     |              |     |
| <b>Pay Grade 25</b>                                     | \$72,708.48 | 290 | \$107,284.32 | 368 |
| Patrol Officer                                          |             |     |              |     |
| (January 1, 2019 - December 31, 2019)                   |             |     |              |     |
|                                                         |             |     |              |     |
| <b>Pay Grade 21</b>                                     | \$64,507.04 | 266 | \$96,135.52  | 346 |
| Building Inspector                                      |             |     |              |     |
| Health Inspector                                        |             |     |              |     |
| Electrical & Mechanical Inspector                       |             |     |              |     |
| Fire Inspector                                          |             |     |              |     |
| EMA Coordinator                                         |             |     |              |     |
| Deputy Fire Marshal                                     |             |     |              |     |
| Plumbing Inspector                                      |             |     |              |     |
| Administrative Services Manager/Assistant Village Clerk |             |     |              |     |
| Records Supervisor                                      |             |     |              |     |
| Property Maintenance Inspector                          |             |     |              |     |
| Mechanic II                                             |             |     |              |     |
| Building Maintenance Worker                             |             |     |              |     |
| Accountant                                              |             |     |              |     |
| Associate Planner                                       |             |     |              |     |
| Deputy Village Clerk                                    |             |     |              |     |
| Engineering Technician                                  |             |     |              |     |
| Management Analyst                                      |             |     |              |     |
| Head Golf Professional                                  |             |     |              |     |
| Maintenance Worker II                                   |             |     |              |     |
|                                                         |             |     |              |     |
| <b>Pay Grade 17</b>                                     | \$56,661.28 | 240 | \$84,443.84  | 320 |
| Public Education Officer-Fire                           |             |     |              |     |
| Social Worker                                           |             |     |              |     |
| Permit Coordinator                                      |             |     |              |     |
| Maintenance Worker I                                    |             |     |              |     |
|                                                         |             |     |              |     |
| <b>Pay Grade 13</b>                                     | \$49,520.64 | 213 | \$72,708.48  | 290 |
| Administrative Assistant                                |             |     |              |     |
| Utility Billing Coordinator                             |             |     |              |     |
| Accounts Payable Coordinator                            |             |     |              |     |
| Payroll Coordinator                                     |             |     |              |     |
| Assistant Golf Professional                             |             |     |              |     |

Attachment: 2020 revised pay ranges (R-2020-44 : Resolution Approving an Amendment to the Village's Position Classification)

|                                  |             |     |             |     |
|----------------------------------|-------------|-----|-------------|-----|
| Evidence Custodian               |             |     |             |     |
|                                  |             |     |             |     |
| <b>Pay Grade 9</b>               | \$45,495.84 | 196 | \$67,805.92 | 276 |
| Community Service Officer        |             |     |             |     |
| Desk Officer                     |             |     |             |     |
| Clerk                            |             |     |             |     |
|                                  |             |     |             |     |
| <b>Pay Grade 5</b>               | \$26,024.96 | 85  | \$38,979.20 | 165 |
| Fleet Maintenance Shop Assistant |             |     |             |     |
| Engineering Aide                 |             |     |             |     |
|                                  |             |     |             |     |
| <b>Pay Grade 1</b>               | \$20,895.68 | 40  | \$28,897.44 | 105 |
| School Crossing Guard            |             |     |             |     |
| Laborer                          |             |     |             |     |
| Golf Course Attendant            |             |     |             |     |



**Resolution No. R-2020-45 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes**

**Recommendation of Action**

Staff recommends approval.

SUMMARY: The Corporate Authorities have determined that the following set of closed session minutes no longer require confidential treatment and are available for public inspection.

**ATTACHMENTS:**

- RESOLUTION - 092120 (DOC)

**Trustee Liaison**

Ms. Sirabian

**Staff Contact**

Dane Bragg, Office of the Village Manager

Monday, September 21, 2020

**RESOLUTION No. 2020-****RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES**

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

**SECTION ONE:** On August 17, 2020, the Corporate Authorities of the Village voted to approve the following Closed Session minutes:

|                   |               |                |                |
|-------------------|---------------|----------------|----------------|
| February 18, 2020 | March 2, 2020 | March 16, 2020 | April 20, 2020 |
| June 1, 2020      | June 15, 2020 | July 13, 2020  |                |

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

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PASSED AND APPROVED this 21<sup>st</sup> day of September, 2020

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: RESOLUTION - 092120 (R-2020-45 : Resolution Relating to the Semi-Annual Review of Closed Session Minutes)



## Ordinance No. O-2020-71 : Fire Station 26 Generator Replacement

### Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute a contract with Engineered Services, Inc. at a base amount not to exceed \$75,136.00, pending final review and approval of the agreement by the Village Attorney. Staff also requests the Village Manager be authorized to control a contingency of \$12,000 only to be expended in the event of issues that may arise as the Generator is integrated into existing architecture.

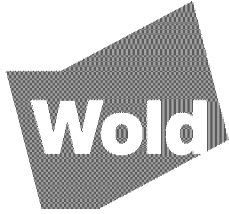
### ATTACHMENTS:

- 8.17.20 Letter to Brett Robinson (PDF)
- BIDTAB Generator F26 (PDF)
- F26 Gen Ordinance (DOCX)

**Trustee Liaison**  
Smith

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020



July 28, 2020  
 Revised August 10, 2020  
 Revised August 17, 2020

**Brett Robinson, Purchasing Manager**  
 Village of Buffalo Grove  
 50 Raupp Boulevard  
 Buffalo Grove, Illinois 60089

Re: Village of Buffalo Grove  
 Fire Station No. 26 Generator Replacement  
 Commission No. 203040

Dear Brett:

We recommend the following be presented to Village Board.

On Tuesday, July 28, 2020, at 9:30 a.m., bids were received from five (5) contractors for Fire Station No. 26 Generator Replacement project. A bid tabulation is attached for your review. Engineered Services, Inc. (dba Powerlink Electric) from Vernon Hills, Illinois submitted the low bid in the amount of \$75,136.00.

We have checked the references provided by Engineered Services, Inc., and are pleased to report that we received favorable feedback regarding their current and past performance on similar generator replacement projects for the Village of Bannockburn, the Metropolitan Water Reclamation District, and the CVS Corporate Facilities Division.

The budget for this project is:

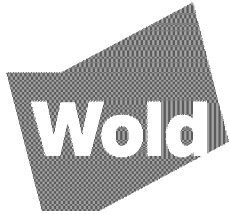
|                           | <b>Design<br/>Estimate</b> | <b>Recommended<br/>Bid Award</b> |
|---------------------------|----------------------------|----------------------------------|
| Construction Cost         | \$104,662                  | \$ 75,136                        |
| Contingency               | \$ 5,233                   | \$ 12,000                        |
| <b>TOTAL PROJECT COST</b> | <b>\$109,895</b>           | <b>\$ 87,136</b>                 |

We also spoke by phone with the Owner of Engineered Services, Inc. to confirm that they understood the project scope. He reiterated that they have successfully completed several similar projects, including another generator replacement for the Village of Northbrook.

Based on the alignment with the project budget and the feedback from their references, Wold recommends awarding the contract to Engineered Services, Inc. in the amount of \$75,136.

Letter to Brett Robinson

Page 2



Please let me know if you have any questions.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "Matt Bickel". The signature is fluid and cursive, written over a light background.

Matt Bickel | AIA, LEED AP  
Partner

Attachment

cc: Bryan Beitzel, Village of Buffalo Grove  
Nick Smith, Village of Buffalo Grove  
Kirsta Ehmke, Wold

KH/O:/Municipal/Buffalo Grove/203040/crsp/aug20

Attachment: 8.17.20 Letter to Brett Robinson (O-2020-71 : Fire Station 26 Generator Replacement)

FIRE STATION NO. 26 GENERATOR REPLACEMENT

Tabulation

Bid Opening: July 28, 2020

|                                                                                                                          |             |              |             |             |             |          |     |     |     |
|--------------------------------------------------------------------------------------------------------------------------|-------------|--------------|-------------|-------------|-------------|----------|-----|-----|-----|
| Bid Bond:<br><br>Signed Proposal Form:<br><br>Signed Public Contract Statements:<br><br>Contract Modifications Requested | Yes         | Yes          | Yes         | Yes         | Yes         | Yes      | Yes | Yes | Yes |
|                                                                                                                          | Yes         | Yes          | Yes         | Yes         | Yes         | Yes      | Yes | Yes | Yes |
|                                                                                                                          | Yes         | Yes          | Yes         | Yes         | Yes         | Yes      | Yes | Yes | Yes |
|                                                                                                                          | No          | No           | No          | No          | No          | No       | No  | No  | No  |
|                                                                                                                          |             |              |             |             |             |          |     |     |     |
| Generator Replacement Base Bid<br><br>Lump Sum                                                                           | \$87,650.00 | \$108,635.00 | \$75,136.00 | \$89,089.00 | \$86,485.00 | \$127.00 |     |     |     |
|                                                                                                                          | \$87,650.00 | \$108,635.00 | \$75,136.00 | \$89,089.00 | \$86,485.00 | \$127.00 |     |     |     |
|                                                                                                                          |             |              |             |             |             |          |     |     |     |
| TOTAL COST                                                                                                               |             |              |             |             |             |          |     |     |     |

9.A.b

Sachi construction Inc  
441 Lee Street Unit 8  
Des Plains

MAG Construction Co.  
629 Homewood Ave  
Highland Park IL 60035

Kelso Burnett Company  
1378 Saint Paul Ave.  
Gurnee, IL 60031

Engineered Services Inc  
400 Corporate Woods Pkwy.  
Vernon Hills, IL 60061

BME Electric, Inc.  
9935 S. 76th Ave  
Bridgeview, IL 60455

Associated Electrical Contractors, LLC  
319 Lamb Road  
Woodstock IL 60098

Attachment: BIDTAB Generator F26 (O-2020-71 : Fire Station 26 Generator Replacement)



## ORDINANCE 2020-\_\_\_\_\_

**A ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH ENGINEERED SERVICES INC., FOR A REPLACEMENT GENERATOR AT FIRE STATION 26**

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

**WHEREAS**, the Village released notifications and sought out firms qualified to perform the requested services in Village owned facilities; 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 Engineered Services, Inc, pending review and approval by the Village Attorney at a price not to exceed \$75,136.00 and is to control a contingency in the amount of \$12,000.00

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: F26 Gen Ordinance (O-2020-71 : Fire Station 26 Generator Replacement)

**Ordinance No. O-2020-72 : SCADA Support Services****Recommendation of Action**

Staff recommends approval.

SUMMARY: Staff requests authorization to execute an agreement with Concentric Integration, for supervisory control and data acquisition maintenance services and software maintenance support in an amount not to exceed \$85,700, pending final review and approval of the agreement by the Village Attorney.

**ATTACHMENTS:**

- Memo - Support Serv 2020-2021 (DOCX)
- BFGVV 201096.00 2020-21 Support Services 09-08-2020 (PDF)
- Concentric Ordinance 2020 (DOCX)

**Trustee Liaison**

Pike

**Staff Contact**

Brett Robinson, Finance

Monday, September 21, 2020

VILLAGE OF  
BUFFALO GROVE



DATE: August 26, 2020

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Purchasing Manager

RE: Concentric Integration

---

**Background**

The Public Works Department is seeking to engage the services of Concentric Integration (Baxter & Woodman Control Systems Integrations) for the purposes of supporting and enhancing the supervisory control and data acquisition (SCADA) systems in use at the various lift stations and pump stations. The SCADA systems are used to automate, control and monitor the water pumping facilities as well as the sewerage lift stations. Concentric Integration have provided this service for the past several years and staff is satisfied with their performance. Staff will continue to monitor the performance of this consultant closely.

It should be noted that \$37,850.00 of the \$86,250.00 will be directed to software maintenance costs. These costs would need to be paid by the Village regardless of whether or not the Village engages the services of Baxter Woodman.

As a reminder, both Engineering and Information Technology services are listed professional services in Section 2.08.40 of the Buffalo Grove Municipal Code.

**Recommendation**

Staff requests authorization to execute an agreement with Concentric Integration, for supervisory control and data acquisition maintenance services and software maintenance support in an amount not to exceed \$85,700, pending final review and approval of the agreement by the Village Attorney.



## Support Services Agreement 2020-2021

**Customer:** Village of Buffalo Grove

**Concentric Job Number:** 201096.00

Concentric Integration, LLC (Concentric) agrees to enter into a support agreement with the Customer to provide support services based on the "Services" indicated below and in agreement with the Terms & Conditions and Service Definitions.

### Services & Fees

- Fixed Fee Services indicates a fixed scope as described in the attached Service Definitions. Since the scope is negotiated upfront, we are able to establish this price at the beginning of the contract.
- Time and Material (T&M) Services denotes a variable scope determined by the Customer. T&M Services are requested on a case-by-case basis and are approved by a responsible representative of the Customer. Monthly invoices will be sent for T&M Services as they are used. Labor will be billed on the basis of our standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs. Labor rates differ for Concentric staff members.
  - The hourly rate charged is the same for regular hours, after hours, emergency service, weekend, holiday, and overtime.
  - There is no minimum call-out charge during normal business hours. There is a 1.0 hour minimum charge for after-hours emergency support.
  - Mileage for travel is billed at the IRS-approved amount as calculated from the employee's office location to site visited during normal business hours or from deployment location to the site visited for urgent service.
  - Travel time is charged at the same hourly billing rate indicated on the rate sheet.
- Please see the attached Rate Sheet for our current hourly billing rates. Under this agreement, there is a fixed discount on labor of 5% off those standard billing rates. Please note that the rates listed on the attached rate sheet are our current rates and may increase during the term of the project.

| Description                        | Included                            | Fee             |
|------------------------------------|-------------------------------------|-----------------|
| Fixed Fee Services                 |                                     | \$37,300        |
| Project Management                 | <input checked="" type="checkbox"/> |                 |
| Proactive Maintenance              | <input checked="" type="checkbox"/> |                 |
| Technology & SCADA Budget Planning | <input checked="" type="checkbox"/> |                 |
| Third-Party Support Renewals       | <input checked="" type="checkbox"/> |                 |
| Time and Material Services         | <input checked="" type="checkbox"/> | 48,400          |
| <b>Total Fee</b>                   |                                     | <b>\$85,700</b> |

## 2020 Rate Sheet<sup>1</sup>

| Role                    | Rate  | Description & Typical Duties                                                                                                                                                                                                                                                                                                                  |
|-------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Principal               | \$195 | Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.                                                                                                                                                                                                                                                       |
| Automation Engineer IV  | \$160 | Advanced controls, automation startups and project involvement. High level troubleshooting of technical issues.                                                                                                                                                                                                                               |
| Automation Engineer III | \$145 | Performs and coordinates advanced design, programming, and field activities, including controls, automation startup assistance, project involvement, and high level troubleshooting of technical issues. Can be involved with client assessments and writing technical reports to set direction related to process automation and technology. |
| Automation Engineer II  | \$130 | Works as a team member to perform more advanced design, programming, and field activities (PLCs, OITs, controls, & related repairs) with direction from senior staff, typically on larger WTPs, WWTPs, and integrated systems.                                                                                                                |
| Automation Engineer I   | \$115 | Provides panel/CAD design and programming tasks for small processes (lift stations, pump control, etc.). Provides panel/CAD design, as well as Instrumentation & Control design. Works as a team member to perform design, programming, and field activities with direction from senior staff.                                                |
| IT Consultant IV        | \$160 | Lead industrial/automation information technology designer and responsible for commissioning, quality control, and project management. Works as a leader to coordinate work with consultants/analysts. Performs and coordinates advanced design of client networks/systems.                                                                   |
| IT Consultant III       | \$145 | Performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Works as a team leader to coordinate work with consultants/analysts. Performs and coordinates advanced design of client networks/systems.                                |
| IT Consultant II        | \$125 | Performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also be a project coordinator or manager.                                                                                                                                                                          |
| IT Consultant I         | \$110 | Provides basic systems and network administration/support services. Performs PC Workstation/Server Administration services and tasks. Works as a team member for support of client systems and network administration.                                                                                                                        |
| Administrative Support  | \$85  | Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.                                                                                                                                                                            |

<sup>1</sup> Rates are subject to change on January 1 of each year.

## Time Period and Payment

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Start Date: August 1, 2020 End Date: July 31, 2021

**Fixed Fee Services:** Payment to be made in two (2) equal payments of \$18,650 upon being invoiced.

Payment 1: December 2020  
Payment 2: May 2021

**Time & Materials Services:** The estimated amount of \$48,400 for the Time & Materials Services portion of this contract will be invoiced separately on a monthly basis, as those services are incurred. We suggest planning for approximately \$4,000-\$5,000 monthly for these services. Concentric will perform T&M Services as requested.

## Standard Terms and Conditions References

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**Effective Date:** The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature.

**Third Party Materials** (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☒ DOES apply  
☐ DOES NOT apply

**Notices:** Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

## Standard Terms and Conditions

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Concentric Integration, LLC's Standard Terms and Conditions, Version 10 (V10), located at <http://goconcentric.com/standard-terms/> are hereby incorporated into this Project Proposal as though fully attached hereto. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid, and binding obligations upon the parties for which they are the authorized representative.

## Standard Terms & Conditions

1. The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
2. Concentric Integration, LLC is herein referred to as Concentric, and the party with whom Concentric is entering into this Agreement with is herein referred to as Owner.
3. Concentric may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Owner upon receipt of Concentric's invoice for services. Payments to Concentric shall be pursuant to the Illinois Local Government Prompt Payment Act. ~~Concentric's invoice for services shall include an additional late payment charge computed using an annual rate of twelve percent (12%) from date of Concentric's invoice, and Concentric may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Concentric has been paid in full all amounts due for services, expenses, and late payment charges.~~
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Owner may terminate this Agreement, in whole or in part for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Concentric shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Owner shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Concentric.
5. Concentric agrees to hold harmless and indemnify the Owner and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Concentric's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other consultants, contractors or subcontractors working for the Owner, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Concentric and the Owner, they shall be borne by each party in proportion to its negligence.
6. The Owner acknowledges that Concentric is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The Owner and Concentric agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, Concentric shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from Concentric's negligence in the performance of services under this Agreement. The Owner shall be named as an additional insured on Concentric's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:
 

|                       |                                               |                            |                                     |
|-----------------------|-----------------------------------------------|----------------------------|-------------------------------------|
| Workers Compensation: | Statutory Limits                              | Excess Umbrella Liability: | \$5,000,000 per claim and aggregate |
| General Liability:    | \$1,000,000 per claim / \$2,000,000 aggregate | Professional Liability:    | \$5,000,000 per claim               |
| Automobile Liability: | \$1,000,000 combined single limit             |                            | \$5,000,000 aggregate               |
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Concentric and their officers, directors, employees, agents, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Concentric or their officers, directors, employees, agents or any of them, hereafter referred to as the "Owner's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to Concentric by their insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Concentric's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. Concentric is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
11. The Owner may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by Concentric. If such changes cause an increase or decrease in Concentric's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by Concentric shall be furnished without the written authorization of the Owner.
12. All Drawings, Custom Developed Applications, and other documents prepared or furnished by Concentric pursuant to this Agreement are instruments of service in respect to the project, and Concentric shall retain the right of reuse of said documents and electronic media by and at the discretion of Concentric whether or not the project is completed. Electronic copies of Concentric's documents for information and reference in connection with the use and occupancy of the project by the Owner and others shall be delivered to and become the property of the Owner; however, Concentric's documents are not intended or represented to be suitable for reuse by the Owner or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by Concentric for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Concentric, and the Owner shall indemnify and hold harmless Concentric from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
13. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
14. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.
15. TORT IMMUNITY DEFENSES - Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq.

## Acceptance

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If this agreement is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC



Michael D. Klein, PE  
President  
MDK

CUSTOMER:  
VILLAGE OF BUFFALO GROVE

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment: BFGVV 201096.00 2020-21 Support Services 09-08-2020 (O-2020-72 : Concentric Support Services)



## Service Definitions

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### Fixed Fee Services

#### **Project Management**

Plan, schedule, and coordinate the activities that must be performed to complete the project and provide support services.

#### **Proactive Maintenance**

If included, all services described within this section will be provided by Concentric for the specified fee regardless of actual hours of work performed. Proactive Maintenance is provided for hardware that appears in the Hardware List included in this Agreement.

If included, Concentric will monitor certain aspects of the IT infrastructure, as well as perform periodic routine scheduled maintenance (detailed in the following table) in order to minimize unexpected system shutdowns by resolving issues before they reach a critical nature. Upon completion of the scheduled service, Concentric will provide written confirmation the service was completed.

Scheduled services will be provided during Standard Hours if service does not significantly impact network performance. Scheduled services that may significantly impact network performance, and are not urgently needed to maintain network security, will be scheduled during other hours as agreed upon by Concentric and the Customer. Standard Hours are considered Monday – Friday 7:30 am to 5:00 pm, excluding major holidays.

The following table details the Proactive services included under this Support Agreement, and at what frequency:

| Proactive Maintenance                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Minimum Service Frequency:          |                          |                                     |                                     |                                     |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | N/A                                 | Twice Monthly            | Monthly                             | Quarterly                           | Twice Annually                      | Annually                            |
| <b>Firewall Maintenance:</b> <ul style="list-style-type: none"> <li>Upgrade Firmware</li> <li>Review Security Logs &amp; Backup Configuration</li> </ul>                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <b>Backup Review:</b> <ul style="list-style-type: none"> <li>Upgrade Firmware &amp; Check Free Space</li> <li>Check and Back Up Configuration</li> </ul>                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <b>Server Maintenance:</b> <ul style="list-style-type: none"> <li>Review Windows System Logs</li> <li>Review Windows Services</li> <li>Apply Windows Updates</li> <li>Check Drive Free Space</li> <li>Verify &amp; Update Anti-Virus Software</li> <li>Verify Backups Functioning Properly</li> <li>Back Up SCADA Applications, If Applicable</li> <li>Check UPS Operation (remotely, if possible)</li> </ul>                                                                                    | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <b>Server Infrastructure:</b> <ul style="list-style-type: none"> <li>Perform Updates for BIOS, Drivers, Firmware, etc.</li> <li>Review Server Hardware Operation</li> </ul>                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <b>Server Software:</b> <ul style="list-style-type: none"> <li>Perform Backup and Anti-Virus Software Version Upgrades</li> </ul>                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>Workstation Maintenance:</b> <ul style="list-style-type: none"> <li>Apply Windows Updates</li> <li>Verify &amp; Update Anti-Virus Software</li> </ul>                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <b>PLC, OIT, &amp; Control Panel Maintenance:</b> <ul style="list-style-type: none"> <li>Check functionality of Control Panel UPS</li> <li>Back Up Programs</li> <li>Check Status of Fuses, Circuit Breakers, &amp; Surge Protectors</li> <li>Check Control Panel Thermal Management</li> <li>Check for Environmental Issues with Water, Moisture, Dirt, Dust, etc.</li> <li>Check for published PLC vulnerabilities and recommend upgrade (to be implemented using T&amp;M Services)</li> </ul> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <b>Radio Maintenance:</b> <ul style="list-style-type: none"> <li>Check signal strength and back up configuration</li> </ul>                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <b>SCADA Alarm Testing:</b> <ul style="list-style-type: none"> <li>Manually test critical alarms (up to 50) from SCADA to ensure they continue to work properly</li> </ul>                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <b>SCADA Patching:</b> <ul style="list-style-type: none"> <li>Apply security related updates and patches to SCADA software (excludes full version upgrades, which are handled under T&amp;M Services)</li> </ul>                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <b>Documentation:</b> <ul style="list-style-type: none"> <li>Verify &amp; Update Network Diagram</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Attachment: BFGVV 201096.00 2020-21 Support Services 09-08-2020 (O-2020-72 : Concentric Support Services)

### **Technology & SCADA Budget Planning**

Budgeting for SCADA and related technology items can be used to help prioritize and guide decisions and overall budget planning for capital improvements. Concentric believes that providing advanced notice (where possible) of recommended equipment, software, security, and communications improvements will provide a much more effective planning and implementation cycle. When this service is selected, our senior level design staff intentionally review the system architecture to determine the risk and benefit of both inaction or selected improvements. Our staff discusses the recommended improvements, phasing, and costs with you and then provides a letter and prioritized table of recommended improvements that summarize the costs of the recommended initiatives.

| Budget Planning & Cost Preparation - Annual                    | Deliverable      | Included?                           |
|----------------------------------------------------------------|------------------|-------------------------------------|
| Budget Planning & Cost Preparation (for following fiscal year) | Budgetary Letter | <input checked="" type="checkbox"/> |

### **Third-Party Support Renewals**

The supported system includes hardware and software that may have applicable support and extended warranty agreements that are provided by a third party, such as the manufacturer or vendor/supplier. Once the initial installation's support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis. If listed in the Included Services & Fees section of this agreement, Concentric will provide the renewals listed in the Third-Party Support Renewal list on Page 10.

| Third-Party Support Renewals - Annual | Deliverable                 | Included?                           |
|---------------------------------------|-----------------------------|-------------------------------------|
| Renew Third-Party Support Contracts   | Contracts from OEM/Supplier | <input checked="" type="checkbox"/> |

## Time & Materials (T&M) Services

### **Break – Fix (Repairs)**

Provide as-needed services. This service will be provided 24 hours a day, 7 days per week for the length of this agreement regardless of standard working hours. Concentric's daytime and after-hours phone number is 815-788-3600. Concentric staff typically answers the phone during standard business hours. A call center answers the phone after hours or when staff is not available to answer. Concentric will return any phone calls for urgent service within 30 minutes from when the phone call is placed and dispatch a staff member within 60 minutes if a site visit is required.

### **Improvements**

Occasionally, staff identify small changes to the system that can have large impacts on operational efficiency, safety, and quality. These improvements can be easily designed and built without use of Consulting & Design services.

### **Consulting & Design**

Through consulting and design, a system can be effectively maintained, improved, and upgraded. This service will provide for retained smaller project design services as it relates to IT infrastructure, instrumentation & controls, and Supervisory Control and Data Acquisition (SCADA).

## Hardware List

If Proactive Maintenance is included as part of this Support Services Agreement, Concentric will proactively support the following hardware:

[illegible]

## Third-Party Support Renewals

If Third-Party Support Renewals are included as part of this Support Services Agreement, renewals will be processed as listed in the table below:

| Warranty                                                           | Included?                           | Coverage Period       | Qty          | Total           |
|--------------------------------------------------------------------|-------------------------------------|-----------------------|--------------|-----------------|
| Carbonite 100GB Backup Support                                     | <input checked="" type="checkbox"/> | 1/1/2021 – 12/31/2021 | 1            | \$680           |
| WonderWare Customer First Agreement                                | <input checked="" type="checkbox"/> | 1/16/2021 – 1/15/2022 | 1            | \$14,730        |
| TOP Server                                                         | <input checked="" type="checkbox"/> | 3/29/2021 – 3/28/2022 | 1            | \$840           |
| Specter WIN-911 Maintenance Support Program (S/N: W07161539001C0D) | <input checked="" type="checkbox"/> | 4/9/2021 – 4/8/2022   | 1            | \$505           |
| Rockwell TechConnect for Factory Talk Historian                    | <input checked="" type="checkbox"/> | 4/28/2021 – 4/27/2022 | 1            | \$1,720         |
|                                                                    |                                     |                       | <b>TOTAL</b> | <b>\$18,475</b> |

Attachment: BFGVV 201096.00 2020-21 Support Services 09-08-2020 (O-2020-72 : Concentric Support Services)

## ORDINANCE 2020-\_\_\_\_\_

**A ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH CONCENTRIC INTEGRATION LLC., FOR  
SUPPORT SERVICES**

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

**WHEREAS**, Engineering and Information Technology services are listed professional services in  
Section 2.08.40 of the Buffalo Grove Municipal Code.; and

**WHEREAS**, the Village Manager is authorized to execute agreements for professional services.

**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 Concentric Integration LLC,  
pending review and approval by the Village Attorney at a price not to exceed \$85,700.00

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Concentric Ordinance 2020 (O-2020-72 : Concentric Support Services)

**Ordinance No. O-2020-73 : Award of Bid Street Light Maintenance****Recommendation of Action**

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute a contract, pending review and approval by the Village Attorney, with the lowest responsive and responsible bidder, Aldridge Electric in an amount not to exceed \$254,689.45

**ATTACHMENTS:**

- Memo(DOCX)
- BidTab-2020 (PDF)
- Bid and Contract Documents
- SL Ordinance (DOCX)

**Trustee Liaison**

Pike

**Staff Contact**

Brett Robinson, Finance

Monday, September 21, 2020



VILLAGE OF  
BUFFALO GROVE

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**MEMORANDUM**

**DATE:** September 16, 2020  
**TO:** Dane Bragg, Village Manager  
**FROM:** Brett Robinson, Purchasing Manager  
**SUBJECT:** Streetlight Maintenance 2021-2022

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**Background**

Staff sought bids for Streetlight Maintenance and received two bids. A copy of the bid tabulation is attached for reference.

Aldridge Electric, Inc. has held the contract in the Village for the previously bid 12 month period and three prior three year periods. The company's performance has always been deemed by staff to be very good.

The contract allows the Village to request as little as 0% or as much as 200% of the contract amounts, therefore, staff will monitor expenditures to remain within the 2021 budgeted amount.

**Recommendation**

After a review of the bids and based upon prior experience with the low bidder, staff recommends an award of bid to the lowest responsive and responsible bidder, Aldridge Electric in an amount not to exceed \$254,689.45

Attachment: Memo (O-2020-73 : Award of Bid Street Light Maintenance)

## Streetlighting Maintenance Bid Tab September 3, 2020

|                                                                  |          |                    | Aldridge Bid |              | H&H Elect. Bid |              |
|------------------------------------------------------------------|----------|--------------------|--------------|--------------|----------------|--------------|
| Description                                                      | Unit     | Estimated Quantity | Unit Cost    | Total Cost   | Unit Cost      | Total Cost   |
| LABOR                                                            |          |                    |              |              |                |              |
| 1. Journeyman                                                    | Per hour | 675                | \$110.00     | \$74,250.00  | \$114.70       | \$77,422.50  |
| SUB TOTAL - LABOR                                                |          |                    |              | \$74,250.00  |                | \$77,422.50  |
| EQUIPMENT                                                        |          |                    |              |              |                |              |
| 2. Utility truck                                                 | Per hour | 300                | \$25.00      | \$7,500.00   | \$6.20         | \$1,860.00   |
| 3. Pole Set truck                                                | Per hour | 135                | \$32.00      | \$4,320.00   | \$75.00        | \$10,125.00  |
| 4. Aerial truck                                                  | Per hour | 248                | \$45.00      | \$11,160.00  | \$50.00        | \$12,400.00  |
| 5. Backhoe                                                       | Per hour | 30                 | \$25.00      | \$750.00     | \$1.00         | \$30.00      |
| 6. Auger                                                         | Per hour | 14                 | \$1.00       | \$14.00      | \$1.00         | \$14.00      |
| 7. Trencher                                                      | Per hour | 14                 | \$1.00       | \$14.00      | \$1.00         | \$14.00      |
| 8. Directional Boring Rig                                        | Per hour | 14                 | \$3.00       | \$42.00      | \$90.00        | \$1,260.00   |
| 9. Arrow Board truck / trailer                                   | Per hour | 101                | \$37.00      | \$3,737.00   | \$3.70         | \$373.70     |
| SUB TOTAL - EQUIPMENT                                            |          |                    |              | \$27,537.00  |                | \$26,076.70  |
| MATERIALS                                                        |          |                    |              |              |                |              |
| 10. 70W HPS Lamp                                                 | Each     | 3                  | \$10.00      | \$30.00      | \$15.90        | \$47.70      |
| 11. 100W HPS Lamp                                                | Each     | 30                 | \$15.00      | \$450.00     | \$15.90        | \$477.00     |
| 12. 250W HPS Lamp                                                | Each     | 30                 | \$25.00      | \$750.00     | \$12.10        | \$363.00     |
| 13. 310W HPS Lamp                                                | Each     | 3                  | \$11.00      | \$33.00      | \$12.60        | \$37.80      |
| 14. 400W HPS Lamp                                                | Each     | 3                  | \$20.00      | \$60.00      | \$12.60        | \$37.80      |
| 15. Photo Cell                                                   | Each     | 101                | \$17.00      | \$1,717.00   | \$25.90        | \$2,615.90   |
| 16. Igniter                                                      | Each     | 3                  | \$30.00      | \$90.00      | \$41.20        | \$123.60     |
| 17. HPS Ballast                                                  | Each     | 30                 | \$105.00     | \$3,150.00   | \$69.40        | \$2,082.00   |
| 18. Fuse Holder                                                  | Each     | 30                 | \$35.00      | \$1,050.00   | \$9.50         | \$285.00     |
| 19. Fuse                                                         | Each     | 60                 | \$10.00      | \$600.00     | \$6.80         | \$408.00     |
| 20. Leotek EC1-6-M-MV-NW-2-530-DB                                | Each     | 2                  | \$430.00     | \$860.00     | \$226.50       | \$453.00     |
| 21. LITHONIA KAD 70S R3TB                                        | Each     | 2                  | \$10.00      | \$20.00      | \$1.00         | \$2.00       |
| 22. LITHONIA KAD 100S R3TB                                       | Each     | 6                  | \$10.00      | \$60.00      | \$1.00         | \$6.00       |
| 23. LITHONIA KAD 250S R3TB                                       | Each     | 6                  | \$610.00     | \$3,660.00   | \$647.10       | \$3,882.60   |
| 24. LITHONIA KAD 320S R3TB                                       | Each     | 3                  | \$10.00      | \$30.00      | \$1.00         | \$3.00       |
| 25. LITHONIA KAD 400S R3TB                                       | Each     | 3                  | \$10.00      | \$30.00      | \$624.70       | \$1,874.10   |
| 26. Centrecon MEO 7 Concrete Pole, Type A                        | Each     | 4                  | \$1,850.00   | \$7,400.00   | \$2,602.40     | \$10,409.60  |
| 27. Centrecon MEO 8.5 Concrete Pole, Type B                      | Each     | 6                  | \$1,950.00   | \$11,700.00  | \$2,918.80     | \$17,512.80  |
| 28. Funk-Linko Corten Pole w/Base Cover (35 foot – Single Davit) | Each     | 3                  | \$1,200.00   | \$3,600.00   | \$6,389.50     | \$19,168.50  |
| 29. Funk-Linko Corten Pole w/Base Cover (40 foot – Twin Davit)   | Each     | 3                  | \$100.00     | \$300.00     | \$6,428.30     | \$19,284.90  |
| 30. Funk-Linko Corten Pole w/Base Cover (34.5 foot – Twin Davit) | Each     | 3                  | \$100.00     | \$300.00     | \$6,222.40     | \$18,667.20  |
| 31. Pole Numbering Per IDOT Standards with Plaque and hardware   | Each     | 6                  | \$40.00      | \$240.00     | \$0.30         | \$1.80       |
| 32. Fixture Numbering Per Village Standards                      | Each     | 18                 | \$15.00      | \$270.00     | \$5.00         | \$90.00      |
| 33. Aluminum Davit Arm – (8 foot )                               | Each     | 3                  | \$560.00     | \$1,680.00   | \$558.80       | \$1,676.40   |
| 34. Full-height Corten Base Cover                                | Each     | 30                 | \$420.00     | \$12,600.00  | \$651.80       | \$19,554.00  |
| 35. Aluminum Skirt Replacement                                   | Each     | 6                  | \$65.00      | \$390.00     | \$60.00        | \$360.00     |
| 36. Breakaway Couplings (Set of 4) for Corten Pole               | Each     | 32                 | \$340.00     | \$10,880.00  | \$605.90       | \$19,388.80  |
| 37. Concrete Pole Foundation, 24-inch Diameter                   | Per foot | 3                  | \$150.00     | \$450.00     | \$572.90       | \$1,718.70   |
| 38. Concrete Foundation Extender                                 | Each     | 3                  | \$100.00     | \$300.00     | \$55.00        | \$165.00     |
| 39. #6 RHH, RHW, USE-XLP, 600V                                   | Per foot | 675                | \$0.85       | \$573.75     | \$0.60         | \$405.00     |
| 40. #8 RHH, RHW, USE-XLP, 600V                                   | Per foot | 1800               | \$0.75       | \$1,350.00   | \$0.40         | \$720.00     |
| 41. 2-inch GRC Conduit                                           | Per foot | 30                 | \$3.50       | \$105.00     | \$6.90         | \$207.00     |
| 42. 2-inch IMC Conduit                                           | Per foot | 30                 | \$2.20       | \$66.00      | \$5.00         | \$150.00     |
| 43. 2-inch Schedule 80 PVC Conduit                               | Per foot | 30                 | \$1.09       | \$32.70      | \$1.10         | \$33.00      |
| 44. 3M Scotchcast Splicing Kit                                   | Each     | 30                 | \$50.00      | \$1,500.00   | \$34.60        | \$1,038.00   |
| 45. Unit price to inspect street lights/pole                     | Each     | 675                | \$78.00      | \$52,650.00  | \$28.70        | \$19,372.50  |
| 46. Unit price to re-lamp street lights                          | Each     | 295                | \$115.00     | \$33,925.00  | \$45.90        | \$13,540.50  |
| SUB TOTAL - MATERIALS                                            |          |                    |              | \$66,327.45  |                | \$143,249.20 |
| Sub Total – Labor                                                |          |                    |              | \$74,250.00  |                | \$77,422.50  |
| Sub Total – Equipment                                            |          |                    |              | \$27,537.00  |                | \$26,076.70  |
| Sub Total – Materials                                            |          |                    |              | \$66,327.45  |                | \$143,249.20 |
| Sub Total – inspect/relamp                                       |          |                    |              | \$86,575.00  |                | \$32,913.00  |
| For Full Contract Term:                                          |          |                    |              | \$254,689.45 |                | \$279,661.40 |

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH ALDRIDGE ELECTRIC., FOR STREET LIGHT MAINTENANCE**

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

**WHEREAS**, the Village released notifications and sought out companies qualified to provide the requested 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 Aldridge Electric, pending review and approval by the Village Attorney at a price not to exceed \$254,689.45 per year.

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: SL Ordinance (O-2020-73 : Award of Bid Street Light Maintenance)



**Ordinance No. O-2020-74 : Microsoft Office Joint Purchase - State of Illinois Contract**

**Recommendation of Action**

Staff recommends approval.

Staff recommends the purchase of Office 365. More details are contained in the attached memo.

**ATTACHMENTS:**

- 2020-09-17 Microsoft O365 (DOCX)
- Executed MS LSP JPMC Master CMT1176800(PDF)
- O365 Plan Descriptions
- EAS Quote Village of Buffalo Grove (PDF)
- O365 Joint Purchase Ordinance (DOCX)

**Trustee Liaison**

Johnson

**Staff Contact**

Jenny Maltas, Office of the Village Manager

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE

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## MEMORANDUM

**DATE:** September 17, 2020  
**TO:** President Sussman & Trustees  
**FROM:** Jennifer Maltas, Deputy Village Manager  
**SUBJECT:** Microsoft Office 365 Purchase

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### Recommendation

Staff recommends that Microsoft software licensing be acquired through the Illinois Central Management Services (CMS) purchasing program from Dell in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) at an annual cost of \$47,804.86 and three year total cost of \$143,414.57.

### Introduction

The Village has budgeted for an update to the Microsoft Office environment in 2020. The current environment uses a mix of on premise licensing for Office 2010 and 2013, but no major update has been coordinated in the last 9 years. Support for Microsoft Office 2010 ends in October of this year. Additionally, the strategic plan adopted by the Government IT Consortium calls for all communities to move to the Office 365 model when the community is ready to complete the next office suite upgrade. In order to align with the 3 year strategic plan adopted by the GovIT Consortium, staff recommends a three year subscription to Microsoft Office 365 through Dell, who competitively won the state contract. Dell won the contract this year and it was previously held by CDW Corporation. The CDW cost was \$59,843.02 on an annual basis with a three year cost of \$179,529.06.

### Strategy

Buffalo Grove is a founding member of the GovIT Consortium (GovITC). The GovITC's 3-year strategic plan includes all members moving to Office 365 by 2021. With an update to Microsoft Office suite necessary for Buffalo Grove in 2020, it is the right time to make the decision to move

to Office 365 so that the Village can purchase a product that aligns with the GovITC goal to standardize on both hardware and software with the other member communities.

Additionally, for an on premise solution, best practice is to update the suite every 4 years. Right now we have most working on a system that is 6 years out of date and a few work stations that are 8 years out of date. The problem with this model is that when the software upgrade is complete the 6-8 years of upgrades to the software come to the user at one time. This often creates a lot of confusion among employees as functionality they used may have changed or moved within the product. This requires additional training and loss of productivity. With O365, the upgrades come incrementally and the user is able to adapt and maintain productivity.

### **Benefits of O365**

*Low infrastructure costs with high availability.* Server ownership and maintenance no longer factor into the equation. Microsoft tests, patches and upgrades servers and applications, guarantees 99.9% uptime and provides geo-redundant datacenters with automatic failover. Microsoft's Service Level Agreement (SLA), includes financial backing, such as credit for outages, 24x7 IT-level support over the phone, Web or e-mail. Although many of the administrative functions of maintaining the servers will be removed, administrative skills will still be required to add or remove users, applications or servers.

*Collaborate Anywhere Anytime.* With Office 365, users get web-enabled access to email, documents, contacts, and calendars regardless of whichever device or browser they use. This accessibility enables unified collaboration among employees.

*Currency.* Microsoft's hosted solution provides a means to keep current on all software products that are part of your organization's subscription.

*No Licensing Issues.* Office 365 includes all licensing and it can be deployed company-wide. This means everyone has the same version of Microsoft Office, and all users receive upgrades at the same time

*Stay Up and Running.* By running your applications in the cloud and storing your data there, too, you'll ensure all your business documents and applications, such as email, will always be available – even during a disaster such as a fire or a flood.

*Real-time Collaboration.* Teams can collaborate with Microsoft Word, Excel and PowerPoint. Users can see real-time edits or additions their colleagues are making to a document. It also saves each version automatically, so you can revert to older versions easily. This ensures a quicker and simpler collaboration between employees and departments, resulting in improved productivity. Teams is a chat-based collaboration tool that provides remote and dispersed teams with the ability to work together and share information via a common space. You can utilize features like document collaboration, one-on-one chat, team chat, video chat, and more. Microsoft Teams is also fully integrated with many other Office 365 services, such as Skype, SharePoint, Exchange, and Yammer.

*Get Organized.* When you use Office 365, email, calendar and contacts are all synchronized. Update a contact on your mobile phone and it will be automatically updated across all your devices. You can also access the same data from any device or save a document on your PC and continue working on it on your smartphone or tablet.

*Support.* Users receive business-class service including IT admin phone support, a financially-backed 99.9% uptime guarantee, geo-redundant data centers, disaster recovery, robust security, privacy controls, and standards.

*Security and Privacy.* Office 365 has built-in security and continuous compliance. You always know where your data is and who has access to it. You can also remotely wipe all data from your mobile device if it's lost or stolen. Microsoft commits to not mine any customer data and states that "Microsoft abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland."

### **Buffalo Grove Specific Benefits of O365**

Many new features come with the product that we do not have access to now – SharePoint and Microsoft Teams. SharePoint will become home to many outdated and legacy databases that have needed information but are currently hosted in Lotus Notes. The SharePoint platform allows the Village's power users to create model databases and store and share information within the organization. Microsoft Teams allows for a variety of ways for staff to collaborate, most significantly Teams has a video collaboration tool comparable to GotoMeeting that would allow the Village to drop our current subscription.

Staff has been searching for an Intranet solution for several years. This is an environment where staff can collaborate and gain access to important documents like insurance forms if they need to make a change to their coverage. Many of the solutions reviewed were costly or were more robust than what the Village needed. SharePoint can serve this function and will allow employees direct access to information without needing to contact Human Resources for paperwork. This will also be an area where employees can communicate across departments and one centralized location for announcements and information employees need.

### **Financial Analysis**

Based on the information above, I have provided the following analysis of the Office 365 model versus continuing to host the Microsoft Suite on premise. There are a few assumptions I made for the analysis. It is best practice to update the Microsoft Suite every 4 years. The Village has never met this schedule due to the large upfront cost to upgrade the on-premise system. The Village also planned to purchase SharePoint in order to meet the needs listed above. SharePoint is not included in the Microsoft Suite for the on premises solution.

### **Estimation of Licensing and Implementation Costs**

#### **Office 365 Licenses**

|                                                     |                      |
|-----------------------------------------------------|----------------------|
| Office 365 Including SharePoint and Microsoft Teams | \$47,804.86/annually |
| Elimination of GotoMeeting                          | \$(2,256)/annually   |

**Office 365 Annual Cost****\$45,548.86/annually**

A traditional model of on-premise licensing for Office products, with an addition of hardware for SharePoint at Buffalo Grove would be estimated as follows:

**Office 2019 On-Premise Licensing**

|                                               |                   |
|-----------------------------------------------|-------------------|
| Office 2019 Standard: \$329/user (230 users)  | \$75,670/year one |
| Office 2019 Pro Plus: \$450/user (26 users)   | \$11,700/year one |
| SharePoint On Premise (Licensing and Servers) | \$72,660/year one |
| Ongoing Hardware Maintenance for Sharepoint   | \$3,450/annually  |

**Office 2019 & SharePoint On-Premise****\$157,230 (One-Time Investment)****SharePoint On-Premise****\$3,450 (annually after year 1)****Continued GotoMeeting Subscription****\$2,256 (annually)**

In order to show apples to apples, I took the one-time investment for on premise licensing, plus the ongoing licensing to create the following chart showing the cost differences over a four year period (at the end of year four the on-premises version would need to be upgraded).

| Year             | Office 365 Cost | On Premise Cost |
|------------------|-----------------|-----------------|
| 1                | \$ 45,548.86    | \$ 157,230.00   |
| 2                | \$ 45,548.86    | \$ 5,706.00     |
| 3                | \$ 45,548.86    | \$ 5,706.00     |
| 4                | \$ 45,548.86    | \$ 5,706.00     |
| Total            | \$ 182,195.44   | \$ 174,348.00   |
| 4 Year Cost O365 | \$ 7,847.44     |                 |

The chart shows that by going to O365, there is a four year additional cost of \$7,847.44. This number obviously does not include the productivity gained by the product. Because the on-premise implementation front loads the expenses to Year One, it is also instructive to look at the net present value of the cash flows over the same period. Using a 3% discount rate, the NPV of the Office 365 platform is \$169,310, while the on-premise platform is \$168,320, for a net difference of \$990 between the two approaches.

**Conclusion**

Based on the information contained in this memo, staff believes that the incremental cost over the four year period is nominal compared to the productivity and functionality gained by the O365 model. When comparing the O365 model to the Village's current collaboration and "on-the-go" functionality, there is a significant non-financial gain realized in terms of efficiency, communications and the ability to handle time-sensitive matters when access to desktop or laptop computers may be limited. It is also a small cost to get the Village's software package in line with IT best practices. As noted at the beginning of the memo, this move is also consistent with the strategic plan approved by the IT Consortium. One member is on O365 now and another member is making the transition at the same time as Buffalo Grove. The remaining members are looking at the product for the end of 2021/2022 due to the timing of their replacement schedule.



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

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

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

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

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

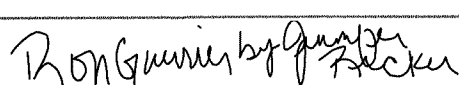
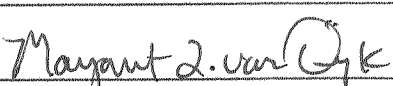
In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed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

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

**VENDOR**

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

**STATE OF ILLINOIS**

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

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

2

## AGENCY USE ONLY

## NOT PART OF CONTRACTUAL PROVISIONS

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

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

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

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

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

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

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

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

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

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

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

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

**1.2. MILESTONES AND DELIVERABLES: NA**

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

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

**1.5. SUBCONTRACTING**

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

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

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

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

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

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

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

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

#### 1.6. SUCCESSOR VENDOR

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

If yes is checked, then the Vendor certifies:

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

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

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

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

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

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

Value of services performed at this location: 100%

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

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

## 2. PRICING

### 2.1 FORMAT OF PRICING:

2.1.1 Vendor's pricing is shown below.

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

|   | PART 2<br>Premier/Unified Support | Percentage<br>Mark Up |
|---|-----------------------------------|-----------------------|
| 1 | Premier/Unified Support           | 0%                    |

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

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

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

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

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

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

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

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

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



### 3. TERM AND TERMINATION

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

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

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL:**

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

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

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

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

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

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

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

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

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

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

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

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

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party.
- 4.3 SUBCONTRACTING:** To the extent applicable and for purposes of this section, subcontractors are those specifically hired by Vendor to perform all or part of the work to be performed by Vendor under this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120. For greater clarification, Microsoft is not considered a Subcontractor under this Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities.

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

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

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

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

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

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

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

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

#### 4.16 APPLICABLE LAW:

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

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

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

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

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

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

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

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



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

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

encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

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

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

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

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

**4.28 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity;

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 No Dell branded products or software are sold under this Contract. If the Contract is amended to include Dell branded products or software the parties agree to amend the Contract to include appropriate licensing terms. The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through

agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

- 4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
- 4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and
- 4.28.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

**4.29 RESERVED.**

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

## 5. STATE SUPPLEMENTAL PROVISIONS

### ☒ Agency Definitions

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILC 500/10-20(a)(4).
- 5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.
- 5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

### ☒ Agency Specific Terms and Conditions

- 5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.
- 5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

### ☐ Other (describe)

# Form B

## Certifications and Disclosures

BidBuy Reference #: 19-448DOIT-INFOT-B-11972 Procurement/Contract #: 19-448DOIT-INFOT-B-11972

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

### 1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: 20035845

IPG Expiration Date: 9/11/2020

### 2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e). ☒ Yes ☐ No

### 3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

| Name | Address | Relationship to Disclosing Entity |
|------|---------|-----------------------------------|
|      |         |                                   |
|      |         |                                   |

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: N/A

#### 4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed. In addition to the contract listed in our original submission, Dell is a party in the following consortium contracts. The values below are restricted to the State of Illinois. Please note that these consortium contracts are used by various states. Dell is unaware of any additional contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with agencies of the State of Illinois.

| Agency                               | Project Title                                                         | Status  | Value                      | Contract Reference/P.O./Illinois Procurement Bulletin #           |
|--------------------------------------|-----------------------------------------------------------------------|---------|----------------------------|-------------------------------------------------------------------|
| State of Illinois DoIT               | Dell Server Statewide Master Contract                                 | Active  | \$4,000,000                | Master Blanket Purchase Order 20-448DOIT-INFOT-P-10880            |
| Various Entities Included            | IPHEC                                                                 | Active  | Approximately \$2,000,000  | IPHEC                                                             |
| Various Entities Included            | MHEC                                                                  | Active  | Approximately \$1,800,000  | MHEC                                                              |
| State of Illinois Secretary of State | Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners     | Pending | Approximately \$500,000    | Invitation for Bid: 20VS106001-Lexmark Printers, Trays and Toners |
| State of Illinois DoIT               | Invitation for Bid: JPMC Microsoft Licensing Solutions Provider (LSP) | Pending | Approximately \$40,000,000 | Invitation for Bid: 20-448DOIT-INFOT-B-11972                      |

**5. Signature**

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Dell Marketing, L.P.

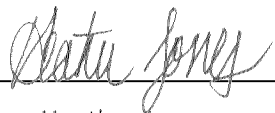
Phone: 512.723.1679

Street Address: One Dell Way

Email: Heather\_Jones1@Dell.com

City, State, Zip: Round Rock, TX 78682

Vendor Contact: Heather Jones

Signature: 

Date: May 1, 2020

Printed Name: Heather Jones

Title: Proposal Manager

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

## Taxpayer Identification Number

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),

and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,

and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: Dell Marketing, L.P.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 74-2616805

Legal Status (check one):

- |                                                           |                                                                 |
|-----------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Individual                       | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor                  | <input type="checkbox"/> Nonresident alien                      |
| <input checked="" type="checkbox"/> Partnership (Limited) | <input type="checkbox"/> Estate or trust                        |
| <input type="checkbox"/> Legal Services Corporation       | <input type="checkbox"/> Pharmacy (Non-Corp.)                   |
| <input type="checkbox"/> Tax-exempt                       | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing | <input type="checkbox"/> Limited Liability Company              |



medical and/or health care services  
☐ Corporation NOT providing or billing  
medical and/or health care services

(select applicable tax classification)

☐ C = corporation  
☐ P = partnership

Signature of Authorized Representative:

*Deata Jones*

Date: May 20, 2020

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

## W-9 Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
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| <b>Form W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Request for Taxpayer Identification Number and Certification</b><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Dell Marketing LP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (DisC corporation, S/S corporation, Partnership) ▶<br/> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br/> <input type="checkbox"/> Other (see instructions) ▶         </div> <div style="width: 35%;"> <input type="checkbox"/> C Corporation<br/> <input type="checkbox"/> S Corporation<br/> <input checked="" type="checkbox"/> Partnership<br/> <input type="checkbox"/> Trust/estate         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| 4 Exemption codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any): _____<br>Exemption from FATCA reporting code (if any): _____<br><small>Apply to accounts established on or after 1/1/13</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>C/O Dell USA LP P.O. Box 802816</b><br>6 City, state, and ZIP code<br><b>Chicago, IL 60680-2816</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                        | 7 List account number(s) here (optional)            |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 10%;">7</td><td style="width: 10%;">4</td><td style="width: 10%;"> </td><td style="width: 10%;">2</td><td style="width: 10%;">6</td><td style="width: 10%;">1</td><td style="width: 10%;">6</td><td style="width: 10%;">8</td><td style="width: 10%;">0</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                        |                                                     | Social security number |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  | OR |  |  |  |  |  |  |  |  | Employer identification number |  |  |  |  |  |  |  |  | 7 | 4 |  | 2 | 6 | 1 | 6 | 8 | 0 |
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 4                                                                                                                                                                                      |                                                     | 2                      | 6                                             | 1                       | 6 | 8 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part III, later.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Sign Here</td> <td style="width: 55%;">           Signature of U.S. person ▶ <i>[Signature]</i> </td> <td style="width: 30%;">           Date ▶ <b>11/8/2020</b> </td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                        |                                                     | Sign Here              | Signature of U.S. person ▶ <i>[Signature]</i> | Date ▶ <b>11/8/2020</b> |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| Sign Here                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Signature of U.S. person ▶ <i>[Signature]</i>                                                                                                                                          | Date ▶ <b>11/8/2020</b>                             |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later. |                                                                                                                                                                                        |                                                     |                        |                                               |                         |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |   |   |  |   |   |   |   |   |   |

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

## F - G. Certifications &amp; Board of Elections

## Dell Marketing L. P. DBA Dell

## Vendor Registration

|                  |                                                             |
|------------------|-------------------------------------------------------------|
| FORM NAME        | <b>F - G. Certifications &amp; Board of Elections</b>       |
| DESCRIPTION      | <b>Complete section F - G, in order to submit the form.</b> |
| DATE SUBMITTED   | <b>8/23/2019</b>                                            |
| STATUS           | <b>Accepted</b>                                             |
| BUSINESS NAME    | <b>Dell Marketing L. P. DBA Dell</b>                        |
| POINT OF CONTACT | <b><u>Dennis Brabandt</u></b>                               |
| FLAG FORM        |                                                             |

## F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES. CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 

**Yes**

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 

**N/A**

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 

**Yes**

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 

**Yes**

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 

**Yes**

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES-OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10.5 

**Yes**

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT

ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**Yes**

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

**Yes**

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

**Yes**

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

**Yes**

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

**Yes**

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

**Yes**

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

**Yes**

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

**Yes**

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

**Yes**

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

**Yes**

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

**Yes**

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

**N/A****G. Board of Elections (BOE)**

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

**Yes, I certify my business is registered with BOE.**

12741

**Additional Information**

STAFF ATTACHED FILE(S)

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

## H. Iran Disclosure

## Dell Marketing L. P. DBA Dell

## Vendor Registration

|                  |                                                   |
|------------------|---------------------------------------------------|
| FORM NAME        | H. Iran Disclosure                                |
| DESCRIPTION      | Complete section H, in order to submit this form. |
| DATE SUBMITTED   | 8/23/2019                                         |
| STATUS           | Accepted                                          |
| BUSINESS NAME    | Dell Marketing L. P. DBA Dell                     |
| POINT OF CONTACT | <u>Dennis Brabandt</u>                            |
| FLAG FORM        |                                                   |

## H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose.



## Additional Information

STAFF ATTACHED FILE(S)

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

## I. Financial Disclosure &amp; Conflicts of Interest

## Dell Marketing L. P. DBA Dell

## Vendor Registration

|                  |                                                                           |
|------------------|---------------------------------------------------------------------------|
| FORM NAME        | <b>I. Financial Disclosure &amp; Conflicts of Interest</b>                |
| DESCRIPTION      | <b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b> |
| DATE SUBMITTED   | <b>8/23/2019</b>                                                          |
| STATUS           | <b>Accepted</b>                                                           |
| BUSINESS NAME    | <b>Dell Marketing L. P. DBA Dell</b>                                      |
| POINT OF CONTACT | <b><u>Dennis Brabandt</u></b>                                             |
| FLAG FORM        |                                                                           |

## I. Financial Disclosures &amp; Conflicts of Interest

## A. IDENTIFY THE APPLICABLE ENTITY TYPE.

**Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**

## B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

**No**

## C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

**Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)**

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

**Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)**

| Document                                                                                                                                                                                                                                                      | Status                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>List of individuals or entities meeting one or more of the listed thresholds.</b>                                                                                                                                                                          |                                                 |
|   <b><u>Holdings Statement (PDF)</u></b>                                                | <b>Attached by Dennis Brabandt on 8/23/2019</b> |
|   <b><u>IPG Percentage of Ownership and Distributive Income Form(1).docx (DOCX)</u></b> |                                                 |

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)



DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

**Not applicable - For-Profit Entity**

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**No**

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

**No**

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

**Not applicable - I answered No in Questions 5-8**

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

**Not applicable - I answered No in Questions 5-8**

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED

STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

**Not applicable - No individuals disclosed in question 1**

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTEE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

**Not applicable - No individuals disclosed in question 1**

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTEE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

**Not applicable - No individuals disclosed in question 1**

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

**Not applicable - No individuals disclosed in question 1**

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

**Not applicable - No individuals disclosed in question 1**

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

**Not applicable - No individuals disclosed in question 1**

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)

**No**

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

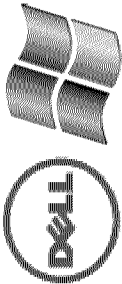
25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

### Additional Information

STAFF ATTACHED FILE(S)

Attachment: Executed MS LSP JPMC Master CMT1176800 (O-2020-74 : Office 365)



Customer: Village of Buffalo Grove

Date: 9/16/2020

|                         |     |
|-------------------------|-----|
| Master Agreement Number | TBD |
| Agreement Number        | TBD |
| Anniversary Date        | TBD |

Months Remaining: 36

| Microsoft New Enterprise Subscription Agreement - Quote Worksheet |                                       |       |            |               |              |
|-------------------------------------------------------------------|---------------------------------------|-------|------------|---------------|--------------|
| MS Part #                                                         | Description                           | Level | Qty Needed | Monthly Price | Annual Price |
| AAA-10842                                                         | O365E3 ShrdSvr ALNG SubsVL MVL PerUsr | D     | 230        | \$ 17.32      | \$ 47,804.86 |
| SY9-00004                                                         | O365E5 ShrdSvr ALNG SubsVL MVL PerUsr | D     | 26         | \$ 30.00      | \$ 9,358.79  |
| Year-1 Total                                                      |                                       |       |            | \$            | 57,163.65    |
| Total EA Cost                                                     |                                       |       |            | \$            | 171,490.95   |

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING PURCHASE OF OFFICE 365 FROM DELL.**

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

**WHEREAS**, the Village of Buffalo Grove seek to replace older Office software and implement new online features such as Sharpoint; and

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

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

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

**SECTION 2.** The Village Manager is authorized to enter into an Office 365 subscription agreement through the State of Illinois master contract CMT1176800 at a total price not to exceed \$171,490.95 for a 36 month commitment, pending review and approval of the agreement by the Village Attorney.

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PASSED: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: O365 Joint Purchase Ordinance (O-2020-74 : Office 365)



## Ordinance No. O-2020-75 : Ambulance Joint Purchase Ordinance

### Recommendation of Action

Staff recommends approval.

Staff recommends that the replacement vehicle be acquired through the Suburban Purchasing Cooperative program in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$379,539. The vehicle will be funded through the vehicle reserve.

### ATTACHMENTS:

- 2020 Amb Chassis Request Memo (DOCX)
- Ambulance Joint Purchase Ordinance (DOCX)
- SPC\_Foster-Coach-Contract-174-Extension-12-5-19 (PDF)
- 2021 Ambulance Invoice (PDF)

### Trustee Liaison

Smith

### Staff Contact

Brett Robinson, Finance

Monday, September 21, 2020

VILLAGE OF  
BUFFALO GROVE



## MEMORANDUM

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief

DATE: September 8, 2020

RE: Ambulance chassis preorder request

As part of the Fire Department vehicle capital plan, an ambulance that has 99,396 miles (and will have over 100,000 miles when traded in) has become problematic and was originally scheduled to be replaced in 2020. Preordering the chassis now will reduce the production time once the order is placed for the replacement ambulance.

Foster Coach has been awarded the Northwest Municipal Conference bid for Type I and Type II ambulances and the fire department will use the same ambulance specifications as was used for the 2017 ambulance purchase. The 2020 ambulance purchase price, including an 8% contingency, is \$364,959.00. A breakdown of the pricing is below:

| Unit 227 Replacement            | 2021 Horton         |
|---------------------------------|---------------------|
| Chassis                         | \$90,043.00         |
| Conversion                      | \$215,468.00        |
| Stryker Power Load              | \$45,914.00         |
|                                 | <u>\$351,425.00</u> |
| Contingency                     | 8.00%               |
| <b>Not to exceed number</b>     | <b>\$379,539</b>    |
| <br><b>Anticipated Trade in</b> | <br><b>\$13,500</b> |

Attachment: 2020 Amb Chassis Request Memo (O-2020-75 : Ambulance Joint Purchase)

## ORDINANCE 2020-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING PURCHASE OF AN AMBULANCE FROM FOSTER COACH SALES INC.**

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

**WHEREAS**, the Village of Buffalo Grove Fire Department requires a replacement ambulance; and

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

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

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

**SECTION 2.** The Village Manager is authorized to purchase an ambulance from Foster Coach Sales Inc., through the Suburban Purchasing Cooperative contract 174, at a price not to exceed \$379,539.00

**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: \_\_\_\_\_, 2020

APPROVED: \_\_\_\_\_, 2020

APPROVED:

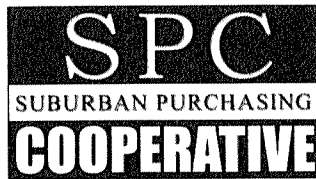
\_\_\_\_\_  
Beverly Sussman, Village President

ATTEST:

\_\_\_\_\_  
Janet Sirabian, Village Clerk

Attachment: Ambulance Joint Purchase Ordinance (O-2020-75 : Ambulance Joint Purchase)





# *A Joint Purchasing Program For Local Government Agencies*

December 4, 2019

Mr. P.J. Foster  
Vice President, Sales  
Foster Coach Sales, Inc.  
PO Box 700, 903 Prosperity Drive  
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the second of four (4) contract extensions on the SPC 2020 Type I Additional Duty Ambulance Contract #174 to Foster Coach Sales Inc. for Horton Emergency Vehicles. In addition, new pricing has been approved as follows:

| <u>Chassis</u>                                                                             | <u>2019 Price</u> | <u>2020 Price</u> | <u>\$ Change</u> | <u>%<br/>Change</u> |
|--------------------------------------------------------------------------------------------|-------------------|-------------------|------------------|---------------------|
| 2020 Ford <b>Diesel</b> F550 4x4 Per SPC Specifications                                    | \$ 287,420.00     | \$ 292,244.00     | \$ 4,824.00      | 1.65%               |
| <b>Alternate Chassis:</b>                                                                  |                   |                   |                  |                     |
| 2020 Ford <b>Gas</b> F550 4x4*                                                             |                   | \$284,257.00      | N/A              | N/A                 |
| *Includes New 7.3-liter V-8 Engine Replacing<br>Previously Available 6.8-liter V-10 Engine |                   |                   |                  |                     |
| 2021 Freightliner M2 Per SPC Specifications                                                | \$ 309,579.00     | \$ 316,110.00     | \$ 6,531.00      | 2.1%                |
| 2021 International MV607 Per SPC Specifications                                            | \$ 311,935.00     | \$ 315,424.00     | \$ 3,489.00      | 1.1%                |

**Note:** Ford F550 Chassis are also available in 4x2 Configurations with a \$2,558.00 deduction

With acceptance of this contract extension, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract extension is January 1, 2020 through December 31, 2020. The SPC reserves the right to extend this contract for up two (20 additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of \$750.00 per ambulance for members and \$1,000.00 per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

**DuPage Mayors &  
Managers Conference**  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

**Northwest Municipal  
Conference**  
1600 East Golf Rd., Suite 0700  
Des Plaines, IL 60016  
Ellen Dayan, CPPB  
Phone: (847) 296-9200  
Fax: (847) 296-9207

**South Suburban Mayors  
And Managers Association**  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Kristi DeLaurentiis  
Phone: (708) 206-1155  
Fax: (708) 206-1133

**Will County  
Governmental League**  
3180 Theodore Street, Suite 101  
Joliet, IL 60435  
Cherie Belom  
Phone: (815) 729-3535  
Fax: (815) 729-3536

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

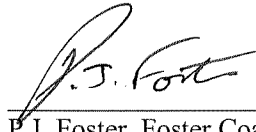
Sincerely,



Ellen Dayan  
Purchasing Director  
Northwest Municipal Conference



Ellen Dayan, NWMC 12.04.19  
Date



P.J. Foster, Foster Coach Sales 12/5/19  
Date

Attachment: SPC\_Foster-Coach-Contract-174-Extension-12-5-19 (O-2020-75 : Ambulance Joint Purchase)

**DuPage Mayors &  
Managers Conference**  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

**Northwest Municipal  
Conference**  
1600 East Golf Rd., Suite 0700  
Des Plaines, IL 60016  
Ellen Dayan, CPPB  
Phone: (847) 296-9200  
Fax: (847) 296-9207

**South Suburban Mayors  
And Managers Association**  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Kristi DeLaurentiis  
Phone: (708) 206-1155  
Fax: (708) 206-1133

**Will County  
Governmental League**  
3180 Theodore Street, Suite 101  
Joliet, IL 60435  
Cherie Belom  
Phone: (815) 729-3535  
Fax: (815) 729-3536

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700  
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

PF00982

**QUOTATION**

TO: BUFFALO GROVE FIRE DEPT  
1051 HIGHLAND GROVE DR  
BUFFALO GROVE, IL 60089

DATE: 08/21/20

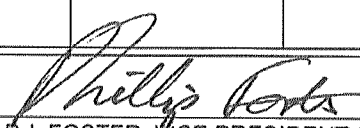
ATTN: BILL WAGNER

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

| QTY.                     | DESCRIPTION                  | EACH         | NET PRICE    |
|--------------------------|------------------------------|--------------|--------------|
| 1                        | 2021 FREIGHTLINER M2 CHASSIS | \$ 90,043.00 | \$ 90,043.00 |
|                          |                              | \$ Total     | \$ 90,043.00 |
| ACCEPTED BY: _____       |                              |              |              |
| TITLE: _____ Date: _____ |                              |              |              |

ESTIMATED DELIVERY:  
8-10 MONTHS DEPENDING ON CHASSIS

PROPOSED BY: 

P.J. FOSTER, VICE PRESIDENT OF SALES

Attachment: 2021 Ambulance Invoice (O-2020-75 : Ambulance Joint Purchase)

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700  
Sterling, Illinois 61081

Phone: (815) 625-3276  
(800) 369-4215  
Fax: (815) 625-7222  
Web site: www.fostercoach.com

PF00982

**QUOTATION**

TO: BUFFALO GROVE FIRE DEPT  
1051 HIGHLAND GROVE DR  
BUFFALO GROVE, IL 60089

DATE: 08/21/20

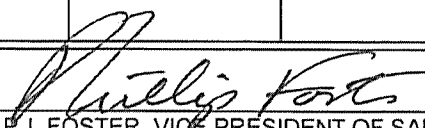
ATTN: BILL WAGNER

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

| QTY.                     | DESCRIPTION                                        | EACH          | NET PRICE     |
|--------------------------|----------------------------------------------------|---------------|---------------|
| 1                        | 2021 HORTON CONVERSION PER CUSTOMER SPECIFICATIONS | \$ 215,468.00 | \$ 215,468.00 |
|                          |                                                    | \$ Total      | \$ 215,468.00 |
| ACCEPTED BY: _____       |                                                    |               |               |
| TITLE: _____ Date: _____ |                                                    |               |               |

ESTIMATED DELIVERY:  
8-10 MONTHS DEPENDING ON CHASSIS

PROPOSED BY:   
P.J. FOSTER, VICE PRESIDENT OF SALES

Attachment: 2021 Ambulance Invoice (O-2020-75 : Ambulance Joint Purchase)

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700  
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

PF00649

**QUOTATION**

TO: BUFFALO GROVE FIRE DEPT  
1051 HIGHLAND GROVE DR  
BUFFALO GROVE, IL 60089

DATE: 08/21/20

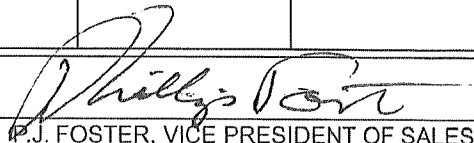
ATTN: BILL WAGNER

REFERENCE: STRYKER EQUIPMENT

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

| QTY.                     | DESCRIPTION               | EACH         | NET PRICE    |
|--------------------------|---------------------------|--------------|--------------|
| 1                        | STRYKER POWER LOAD SYSTEM | \$ 24,840.00 | \$ 24,840.00 |
| 1                        | STRYKER POWER COT         | \$ 21,074.00 | \$ 21,074.00 |
|                          |                           | \$ Total     | \$ 45,914.00 |
| ACCEPTED BY: _____       |                           |              |              |
| TITLE: _____ Date: _____ |                           |              |              |

ESTIMATED DELIVERY:

PROPOSED BY: 

P.J. FOSTER, VICE PRESIDENT OF SALES

Attachment: 2021 Ambulance Invoice (O-2020-75 : Ambulance Joint Purchase)

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700  
Sterling, Illinois 61081

Phone: (815) 625-3276  
(800) 369-4215  
Fax: (815) 625-7222  
Web site: www.fostercoach.com

PF01000

**QUOTATION**

TO: BUFFALO GROVE FIRE DEPT  
1051 HIGHLAND GROVE DR  
BUFFALO GROVE, IL 60089

DATE: 09/08/20

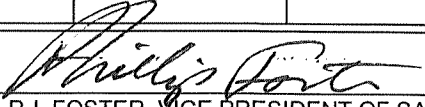
ATTN: WILLIAM WAGNER

REFERENCE: TRADE IN AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

| QTY.                                           | DESCRIPTION                                                                                                                                                                                                                        | EACH         | NET PRICE    |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 1                                              | TRADE IN 2012 FORD F450 CHASSIS ON A MEDTEC<br>CONVERSION WITH APPROX 100K MILES<br>INCLUDES STRYKER POWER COT AND POWER LOAD SYSTEM<br>Trade must be in good mechanical condition at time of<br>trade or price subject to change. | \$ 13,500.00 | \$ 13,500.00 |
|                                                |                                                                                                                                                                                                                                    | \$ Total     | \$ 13,500.00 |
| ACCEPTED BY: _____<br>TITLE: _____ Date: _____ |                                                                                                                                                                                                                                    |              |              |

ESTIMATED DELIVERY:

PROPOSED BY:   
P.J. FOSTER, VICE PRESIDENT OF SALES

Attachment: 2021 Ambulance Invoice (O-2020-75 : Ambulance Joint Purchase)



**Ordinance No. O-2020-76 : Ordinance Amending Fiscal 2020 Budget  
for the Village of Buffalo Grove**

**Recommendation of Action**

Staff recommends approval.

Attached is an Ordinance formally adopting the Village's FY 2020 Budget Amendments. The Budget amendments proposed modify the budget document approved by the Village Board. All budget amendments proposed do not affect the integrity of the budget as it is still balanced.

**ATTACHMENTS:**

- 092120 Board\_budget amendment (DOCX)
- 092120 Board\_Att\_budget amendment (PDF)
- 092120 Board\_ORD\_budget amendment (DOCX)

**Trustee Liaison**

Stein

**Staff Contact**

Chris Black, Finance

Monday, September 21, 2020

VILLAGE OF  
BUFFALO GROVE



TO: Dane C. Bragg, Village Manager

FROM: Chris Black, Director of Finance

DATE: September 17, 2020

RE: 2020 Budget Amendment

Staff recommends approval of an amendment to the FY 2020 adopted Budget to reflect planned changes related to additional revenues and infrastructure projects, as well as unplanned revenue and expense reductions due to the COVID-19 pandemic and economic downturn. The budget was presented to the Village President and Board of Trustees on November 18, 2019. Notice of the public hearing was published on October 21, 2019. The 2020 Budget was formally approved on December 2, 2019. The proposed budget modifications as a result of the COVID-19 pandemic were presented to the Village Board during the August 31, 2020 Committee of the Whole meeting.

The attached budget amendment modifies the General Fund due to the loss of revenue related to the COVID-19 pandemic and the ensuing recession and expenditure reduction measures to limit the Village's use of reserves. The amendment reduces General Fund revenue by \$3.59 million. Revenue losses of \$4.29 million due to COVID-19 pandemic are offset by an anticipated \$700,000 in CARES Act funding from Lake and Cook counties.

General Fund expenses as amended decrease \$2.13 million. The permanent elimination of 7 full-time and 4 part-time vacant positions reduces budgeted expenses by \$667,100. The one-time elimination of transfers to the capital projects fund and capital reserves combine to reduce the budget by an additional \$1.7 million.

The amendment includes increased spending of \$510,000 for COVID-19 related expenses and an additional \$130,000 to the Parking Lot Fund to make up for revenue losses associated with declines in daily and monthly parking pass receipts. Revenues and expenses for both golf courses will continue to be monitored and the subsidy will be amended if necessary in a later budget amendment. The Village anticipates using no more than \$1.75 million in General Fund operating reserves based on the amended budget.

The remainder of the amendment addresses revenue sources and planned expenditures related to the Infrastructure Modernization Program. Proceeds from the Series 2020 general obligation bonds add \$26.38 million to revenue in the Debt Service Fund. Budgeted expenses are increased for street, water, and sewer projects funded by the bond proceeds.



The increases in Water and Sewer Fund and Motor Fuel Tax Funds revenue fund the debt service on the 2020 Bonds, as well as infrastructure projects. The \$2.59 million increase in budgeted revenue in the Water and Sewer Fund occurs due to the 11% rate increase and fixed monthly facility fee implemented January 1, 2020. A two-cent municipal motor fuel tax is expected to generate about \$400,000 annually. Both the water/sewer rate increase and the local motor fuel tax were approved by the Village Board on November 4, 2019.

Finance will propose additional amendments corresponding to the financial audit in March of 2021. Please contact me if you have any questions.

## 2020 Budget Amendment

### Revenue

| Fund                                         | 2020            |             |                | Description                                           |
|----------------------------------------------|-----------------|-------------|----------------|-------------------------------------------------------|
|                                              | Original Budget | Change      | Revised Budget |                                                       |
| <b>General Fund</b>                          |                 |             |                |                                                       |
| Total Fund Revenues                          | 45,407,207      | (3,595,558) | 41,811,649     | Revised estimate for several revenue sources          |
| <b>Water &amp; Sewer Fund</b>                |                 |             |                |                                                       |
| Sale of Water                                | 6,886,000       | 2,214,000   | 9,005,986      | 11% rate increase and Fixed Facility Fee              |
| Sewer Fees                                   | 1,697,000       | 376,456     | 2,073,456      |                                                       |
| <b>Debt Service Fund</b>                     |                 |             |                |                                                       |
| Bond Proceeds                                | 0               | 26,382,646  | 26,382,646     | Proceeds from 2020 Bond Issue                         |
| <b>Motor Fuel Tax Fund</b>                   |                 |             |                |                                                       |
| Municipal Motor Fuel Tax                     | 0               | 400,000     | 400,000        | New revenue source added to Motor Fuel Tax Fund       |
| <b>Parking Lot Fund</b>                      |                 |             |                |                                                       |
| Operating Transfers - Interfund Transfers In | 0               | 130,000     | 130,000        | Subsidy from General Fund due to COVID-19 Reveue Loss |

### Expenditures

| Fund                                          | 2020              |                    |                   | Description                                             |
|-----------------------------------------------|-------------------|--------------------|-------------------|---------------------------------------------------------|
|                                               | Original Budget   | Change             | Revised Budget    |                                                         |
| <b>General Fund</b>                           |                   |                    |                   |                                                         |
| Salaries and Benefits                         |                   | (667,078)          |                   | Elimination of 7 full-time and 4 part-time positions    |
| Streets Contractual                           |                   | (230,000)          |                   | Planting and Tree Removal                               |
| Police Contractual                            |                   | (91,000)           |                   | NWCD Dispatch - Two Month Reduction                     |
| IT Contractual                                |                   | (5,000)            |                   | GIS Consortium Reduction                                |
| Membership and Dues                           |                   | (10,000)           |                   | Reductions in CD and PW                                 |
| Fire - Capital Equipment                      |                   | (54,000)           |                   | Defer Radios                                            |
| Multiple Dept. - Capital Reserve              |                   | (734,100)          |                   | Capital Reserves for IT, Buidlings, and Equipment       |
| Operating Transfer Capital Projects Fund      |                   | (980,000)          |                   | Transfer to Capital Projects Fund                       |
| Multiple Dept. - Salary, Comm., & Contractual |                   | 510,000            |                   | COVID-19 Related Expenses                               |
| Transfer - Parking Lot Fund                   |                   | 130,000            |                   | Subsidy to Parking Lot Fund due to COVID-19 Reveue Loss |
| <b>Total General Fund Expenditures</b>        | <b>45,376,742</b> | <b>(2,131,178)</b> | <b>43,245,564</b> |                                                         |
| <b>Capital Project Street</b>                 |                   |                    |                   |                                                         |
| Capital Projects Streets & Highways           | 1,600,000         | 4,904,000          | 6,504,000         | 2020 Bond Proceeds for Infrastructure                   |
| <b>Water Fund</b>                             |                   |                    |                   |                                                         |
| Capital Projects Water System                 | 1,216,750         | 4,057,473          | 5,274,223         | 2020 Bond Proceeds for Infrastructure                   |
| <b>Sewer Fund</b>                             |                   |                    |                   |                                                         |
| Capital Projects Sewer System                 | 1,776,150         | 1,738,917          | 3,515,067         | 2020 Bond Proceeds for Infrastructure                   |

## ORDINANCE NO. 2020 - \_\_\_\_\_

**AN ORDINANCE AMENDING FISCAL 2020 (JANUARY 1-DECEMBER 31, 2020) BUDGET FOR THE VILLAGE OF BUFFALO GROVE**

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

WHEREAS, pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4 and Section 2.08.43 of the Village of Buffalo Grove Municipal Code, the Village adopted an annual budget for fiscal year 2020, by Village ordinance number 2019-78, on December 2, 2020 in the amount of \$80,837,127; and

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove find that an amendment to the annual budget ordinance is necessary at this time to more accurately reflect the experience of the 2020 fiscal year.

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

SECTION 1. That in order to more accurately reflect the experience of fiscal year 2020, certain budget amendments are necessary per the attached.

SECTION 2. That these amendments should reflect actual revenues and expenditures for fiscal year 2020 and will increase the total amount of the budgeted revenue by \$25,907,544 and budgeted expenditures by \$5,569,212.

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

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

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

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PASSED: \_\_\_\_\_, 2020.

APPROVED: \_\_\_\_\_, 2020.

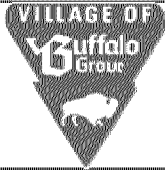
PUBLISHED: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Attachment: 092120 Board\_ORD\_budget amendment (O-2020-76 : 2020 Budget Amendments)



### Action Item : Acceptance of 2019 Audit

#### Recommendation of Action

Staff recommends acceptance.

As part of the August 31, 2020 Committee of the Whole meeting the 2019 Annual Audit was presented by Village's Auditor, Lauterbach and Amen. The Village Board needs to take formal action to approve the audit.

#### ATTACHMENTS:

- Buffalo Grove CAFR 1219 (PDF)

**Trustee Liaison**  
Weidenfeld

**Staff Contact**  
Chris Black, Finance

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE, ILLINOIS

---

## COMPREHENSIVE ANNUAL FINANCIAL REPORT



FOR THE FISCAL YEAR ENDED  
DECEMBER 31, 2019

**VILLAGE OF BUFFALO GROVE, ILLINOIS**

**COMPREHENSIVE  
ANNUAL FINANCIAL REPORT**

**FOR THE FISCAL YEAR ENDED  
DECEMBER 31, 2019**

Prepared by:

Finance Department and General Services

Chris Black

Director of Finance Director and General Services

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

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## INTRODUCTORY SECTION

This section includes miscellaneous data regarding the Village of Buffalo Grove, including:

- List of Principal Officials
- Organizational Chart
- Letter of Transmittal
- GFOA Certificate of Achievement for Excellence in Financial Reporting

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## List of Principal Officials December 31, 2019

---

Beverly Sussman  
Village President

Janet M. Sirabian  
Village Clerk

### Board of Trustees

Gregory S. Pike

Andrew Stein

Joanne Johnson

Lester Ottenheimer

Eric Smith

David Weidenfield

### Appointed Officials

Dane Bragg, Village Manager

Jennifer Maltas  
Deputy Village Manager

Chris Black  
Finance Director/Village  
Treasurer

Steven Casstevens  
Chief of Police

William Baker  
Fire Chief

Michael Reynolds  
Public Works Director

Arthur Malinowski  
Human Resource Director

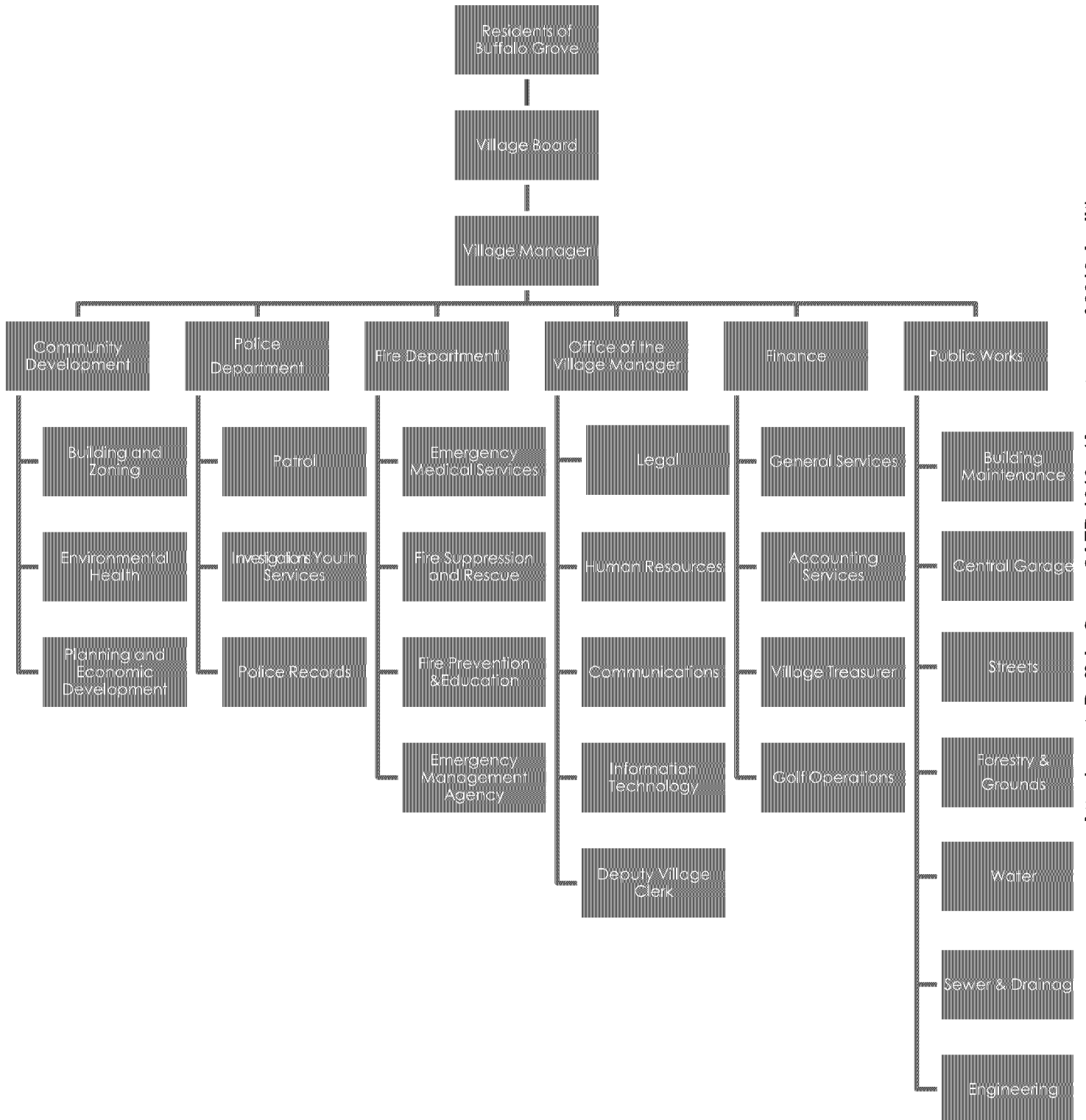
Darren Monico  
Village Engineer

Christopher Stilling  
Director of Community  
Development

Geoff Tollefson  
Golf Course Manager

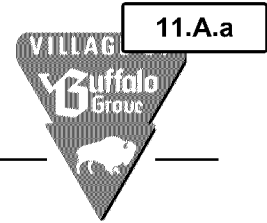
Brian Sheehan  
Building Commissioner

# ORGANIZATIONAL CHART



Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE



**Department of Finance &  
General Services**  
Fifty Raupp Blvd.  
Buffalo Grove, IL. 60089-2100  
Phone 847-459-2500  
Fax 847-459-0332

August 6, 2020

The Honorable Beverly Sussman  
Members of the Village Board  
Citizens of the Village of Buffalo Grove

The Comprehensive Annual Financial Report (CAFR) of the Village of Buffalo Grove for the year ended December 31, 2019 is submitted herewith. This report represents a comprehensive picture of the Village's financial activities during Fiscal Year 2019 and the financial condition of its various funds at December 31, 2019. State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audit in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

Management assumes full responsibility for the completeness and reliability of all of the information presented in the report based upon a comprehensive internal control framework. Because the cost of internal controls should not outweigh their benefits, the Village's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement.

Lauterbach & Amen, Independent Certified Public Accountants, have issued an unmodified (clean) opinion on the Village's financial statements for the fiscal year ended December 31, 2019. The independent auditors' report is presented at the front of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). The letter of transmittal is designated to complement the MD&A and should be read in conjunction with it. The Village of Buffalo Grove's MD&A can be found immediately following the report of the independent auditors.

## **Profile of the Village of Buffalo Grove**

The Village of Buffalo Grove was incorporated March 7, 1958, and is located approximately 29 miles northwest of the downtown of the City of Chicago. The Village resides in both Cook and Lake Counties and spans 9.2 square miles and, based on the 2010 U.S. Census, serves a population of 41,496. The Village of Buffalo Grove is empowered to levy a property tax on real property located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which it has done from time to time.

The Village became a home rule unit by referendum on July 1, 1980, giving it additional powers to tax and regulate in ways not specifically granted, or prohibited, by the Illinois Constitution. As a home rule entity, the Village has no tax rate or debt limits, nor is it required to conduct a referendum to authorize the issuance of debt or to increase property taxes.

The Village operates under a Council/Manager form of government. Policy making and legislative authority are vested with the Village Board, which consists of a President and a six member Board of Trustees. The Village Board is responsible for passing ordinances and resolutions, adopting the annual budget, appointing committees, and hiring the Village's Manager and Attorney. The Village Manager is responsible for carrying out the policies, ordinances and resolutions of the Village Board, developing and presenting an annual budget, overseeing the day-to-day operations of the Village, and appointing department directors.

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The Village provides a full range of services including police and fire protection, construction and maintenance of streets and infrastructure, planning and zoning, water and sewer utilities, and general administrative services. The Village also operates two golf courses and a municipal commuter parking lot. To provide these services there were 218 full-time and 55 part-time/seasonal positions in the Fiscal Year 2019 annual budget.

### **Budgetary Control and Accounting Systems**

The annual budget serves as the foundation for the Village's financial planning and as a management spending control document. All departments of the Village of Buffalo Grove are required to submit budget requests by a specified date each year. These requests serve as the starting point for budget development. The proposed budget is presented to the Village Board in November and adopted by ordinance in December concurrently with the property tax levy.

Legal spending thresholds are established through the annual budget under the budget officer method. The Village Board is required to hold a public hearing on the budget document and must adopt a final budget no later than December 31<sup>st</sup> of each year. The budget is prepared by fund, and department program. Department directors may make transfers of budget allocations within a department. Transfers of budget allocations between fund/account groups, however, require the approval of the Village Board. All budget adjustments must be approved by the Village Board to amend the legal spending thresholds.

The accounts of the Village are organized on the basis of funds, each of which is considered a separate and distinct accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures. Revenues are allocated to and accounted for in individual funds based upon the purpose for which they are to be expended and the means by which spending activities are controlled. The accounting records for general governmental operations are maintained on the modified accrual basis, with revenues being recorded when available and measurable and expenditures being recorded when the material or services are received and the liability is incurred. Accounting records for the Village's enterprise funds, internal service funds, agency funds and pension trust funds are maintained on the accrual basis of accounting.

### **Factors Affecting Financial Condition**

#### **Local Economy**

The Village is primarily residential, with supporting commercial activity and limited industrial and manufacturing activity. There are approximately 822 licensed businesses operating in the Village. The majority of residents are employed in management, professional, sales and office occupations. The Village's unemployment statistics have consistently been lower than the national and state averages, with an unemployment rate at the end of the year at 2.8 percent besting the state by 0.9 percent.

External economic factors at the national and state level continue to impact the Village's revenue profile and, subsequently its ability to manage operating and capital resources.

- Property tax collections totaled \$16,321,876 which is an increase from the previous year's total of \$15,980,771, an increase of 2.1 percent.
- Water and Sewer collections decreased from \$11,074,840 in 2018 to \$10,938,035 in 2019. A total decrease of 1.2 percent.
- Sales taxes [net of rebates], both state shared and home rule, generated \$9,945,743 in 2019 versus \$10,159,866 in 2018, a decrease of 2.1 percent.

The Village equalized assessed valuation increased by \$28 million or 1.7 percent to \$1.69 billion for the 2018 levy year. The increase is due primarily to the triennial and quadrennial assessments in Lake and Cook Counties respectively as well as new property and development experienced during the year.

The unassigned fund balance of the General Fund will again exceed the 25 percent threshold of the subsequent year's budgeted expenditures, less non-operating transfers, which is policy established by the Village Board.

| <u>Fiscal Year Ended</u> | <u>Unassigned<br/>Fund Balance</u> | <u>Budgeted<br/>Expenditures</u> | <u>Percent</u> |
|--------------------------|------------------------------------|----------------------------------|----------------|
| December 31, 2010        | \$ 9,563,655                       | \$29,266,181                     | 32.68%         |
| December 31, 2011        | \$ 9,872,594                       | \$29,271,054                     | 33.73%         |
| December 31, 2012        | \$10,302,515                       | \$29,768,828                     | 34.61%         |
| December 31, 2013        | \$12,395,113                       | \$35,511,109*                    | 34.90%         |
| December 31, 2014        | \$13,225,644                       | \$37,083,251                     | 35.67%         |
| December 31, 2015        | \$14,991,907                       | \$38,165,617                     | 39.29%         |
| December 31, 2016        | \$16,143,726                       | \$39,177,439                     | 41.21%         |
| December 31, 2017        | \$18,902,476                       | \$39,477,439                     | 47.88%         |
| December 31, 2018        | \$17,039,974                       | \$39,717,331                     | 42.90%         |
| December 31, 2019        | \$18,939,974                       | \$43,948,348                     | 43.10%         |

\* Budget number includes employer pension costs beginning in FY 2013.

### **Long-Term Financial Planning**

The Village compiles a General Fund Five-Year Financial Forecast annually which provides an analysis of future revenue and expenditures. This report is completed in tandem with the start of the annual budget process. Other long-range financial plans include the five-year Capital Improvement Plan, Twenty-Year Water Fund Pro-Forma, and a Twenty-Year Storm Sewer Pro Forma.

The Village assesses its capital needs through the Capital Improvement Plan (CIP) update. This document is a planning tool to identify short and medium term capital needs (facilities, infrastructure and roadways) and measure those demands against the Village's ability to pay. For a project to be incorporated into the CIP, it must involve the creation, improvement, or acquisition of a tangible asset with an original cost of at least \$25,000.

Within the next five years it is anticipated that the Village will be involved with or managing over \$175 million in capital projects. Transportation-related projects represent a large percentage of the improvements at \$63 million. Routine maintenance of existing streets accounts for \$28 million of those projects. Approximately \$28 million and \$6.5 million respectively, is allocated to improving and maintaining the water utility and sanitary sewer systems.

The Twenty-Year Water Fund Pro-Forma provides an overview of the Water Fund and adequacy of the current water rate to fund operating expenses and infrastructure improvements as well as generating a reserve to continue with a pay-as-you-go approach to capital budgeting. The Reserve for Capital Replacement Funding Report lists all Village owned vehicles, the service life, and its respective reserve balance.

### **Major Initiatives**

In 2019, the Village of Buffalo Grove issued over 2,500 commercial and residential building permits. These permits represent a total project valuation of \$49 million invested into the Buffalo Grove community. In addition to building permit activity, the following major projects occurred in 2019:

Plans continued into 2019 regarding the Lake Cook Road Corridor implementation strategy to stimulate redevelopment of land within the corridor consistent with the adopted plan. This includes Northwest Community Healthcare (NCH) and their development partner MedProperties Group, who were approved to redevelop the existing NCH property at 15 S McHenry Road and 125 E Lake Cook Road. Plans include demolishing both structures and constructing a new four story, 70,000 square foot medical office building to accommodate NCH. The project would also include a 4,900 square foot retail building.

The replacement of the Combined Area Fire Training Facility occurred in 2019 and was completed in 2020. The Weiland/Lake Cook Road improvement project which began in 2019, continues in 2020 and includes



the funding of pedestrian, lighting and parkway tree improvements in coordination with Cook and Lake Counties.

The opening in 2019 of Shorewood Development Group's Shops of Buffalo Grove development was comprised of seven acres at the southwest corner of Deerfield Road. The project includes over 43,000 retail and office spaces were created and include tenants such as Starbucks, T-Mobile, Chase Bank, and Panera Bread.

Other projects in 2019 include the construction of the new 3,500 square foot convenience store and Shell gas station at 185 N. Milwaukee Avenue and a 35,000 square foot two-story addition for Sky Fitness Facility at 1501 Busch Parkway. Plans were also presented in 2019 for the development of an unattended gas station, owned and operated by Woodman's Food Market on 1.5 acres of land just south of its grocery store at 1550 Deerfield Parkway. Constructed for this station occurred into 2020.

The Link Crossing subdivision on 50 acres at 16802 W. Aptakisic Road, located just north of the existing Didier Farm property began in 2019 and continues into 2020. The project by K. Hovnanian Homes will have a total of 187 units and include a mix of 68 clustered single-family detached homes and 119 two-story townhomes.

The Prairie View Metra Station Area Plan was completed in 2019 setting the vision for future land use, development typology, street network, transit access and housing options for redevelopment to occur in the vicinity of the Prairie View train station. The Village also kicked off a process to complete a new Comprehensive Plan that looked to establish a new long-term vision for the entire community.

In 2019, 114 businesses opened, expanded and/or relocated in the Village of Buffalo Grove.

### **Awards and Acknowledgments**

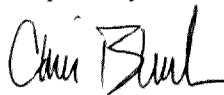
The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Buffalo Grove for its comprehensive annual financial report (CAFR) for the fiscal year ended December 31, 2018. This was the thirty-seventh consecutive year that the government has received this prestigious award. To be awarded a Certificate of Achievement, the government published an easily readable and efficiently organized CAFR. This report satisfies both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the Village also received the GFOA's Distinguished Budget Presentation Award for its annual budget document for the fiscal year beginning January 1, 2019. In order to qualify for the Distinguished Budget Presentation Award, the Village's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report would not have been possible without the dedicated services of the entire staff of the Finance Department especially Deputy Finance Director Cheryl Mosqueda, CPA, CGFM. Credit also must be given to the Village President and Board of Trustees, and the Village Manager Dane Bragg for their assistance in planning and conducting the fiscal affairs of the Village in a responsible manner.

Respectfully submitted,



Chris Black  
Director of Finance/Village Treasurer



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Village of Buffalo Grove  
Illinois**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**December 31, 2018**

*Christopher P. Morrell*

Executive Director/CEO

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## FINANCIAL SECTION

This section includes:

- Independent Auditors' Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Combining and Individual Fund Statements and Schedules
- Supplemental Schedules

## **INDEPENDENT AUDITORS' REPORT**

This section includes the opinion of the Village's independent auditing firm.



## **INDEPENDENT AUDITORS' REPORT**

August 6, 2020

The Honorable Village President  
Members of the Board of Trustees  
Village of Buffalo Grove, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove, Illinois, as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove, Illinois, as of December 31, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Village of Buffalo Grove, Illinois  
 August 6, 2020  
 Page 2

## Other Matters

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents and budgetary information reported in the required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Buffalo Grove, Illinois' basic financial statements. The introductory section, other supplementary information, supplemental schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information and supplemental schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

*Lauterbach & Amen, LLP*  
 LAUTERBACH & AMEN, LLP

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

The Village of Buffalo Grove's Management's Discussion and Analysis (MD&A) offers the readers of the Village of Buffalo Grove's financial statements this narrative overview and analysis of the financial activities of the Village of Buffalo Grove for the fiscal year ended December 31, 2019. This information presented here should be considered in conjunction with additional information provided in the letter of transmittal, which is found on pages 3 - 6.

#### Financial Highlights

- The assets and deferred outflows of the Village exceeded its liabilities and deferred inflows at December 31, 2019 by \$60.8 million (net position). The Net Position for governmental activities is \$12.3 million or 20.2 percent of the total, and business-type activities account for \$48.5 million. Of this amount, (\$28.8) million is unrestricted, the negative amount of unrestricted assets is directly related to the recognition of all retirement obligations in noncurrent liabilities, which is \$72.3 million for 2019 (an increase of \$2.1 million or 3.0% from 2018).
- The Village's total debt decreased by \$1.5 million (or 7.6 percent). Total general bonded debt outstanding is \$11.9 million as of December 31, 2019. The General Fund transferred \$3.7 million from fund balance to the Capital Projects Fund.
- The Village's net position increased by \$2.8 million (or 4.8 percent) during the fiscal year ending December 31, 2019. The governmental net position increased by \$2.4 million (24.2 percent) and the business-type activities net position increased by \$0.4 million (less than one percent).
- As of December 31, 2019, the Village of Buffalo Grove's General Fund reported ending fund balances of \$27.9 million, an increase of \$3.3 million from the prior year. Of this amount, \$18.9 million was unassigned.

#### Overview of the Financial Statements

The MD&A is intended to serve as an introduction to the Village's basic financial statements. The Village of Buffalo Grove's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

#### Government-wide financial statements

The government-wide financial statements (found on pages 26 - 29) are designed to provide readers with a broad overview of the Village's finances statements similar to the corporate sector in that all governmental and business-type activities are consolidated into columns that add to total for the Primary Government.

The statement of net position presents information on all assets and deferred outflows and liabilities and deferred inflows, with the difference between the two reported as net position. Changing of the net position total over time can be one useful indicator in assessing the financial position of the Village. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event causing the change occurs, regardless of the timing of related cash flows. Revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes).



## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include public safety (police and fire), public works, streets and sidewalks, community development, and general government. Property taxes, state and home rule sales tax, shared state income tax, real estate transfer tax, prepared food and beverage tax, and utility taxes finance the majority of these services. The Business-type Activities reflect private sector type operations and include Water and Sewer Funds, Refuse Fund, Buffalo Grove Golf Course and Arboretum Golf Course. The intent is for the fees to cover the costs of operations, infrastructure replacement, and debt services expenses.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village uses fund accounting to ensure and demonstrate fiscal accountability and legal compliance. All of the funds of the Village can be divided into three categories; governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds (see pages 30 - 35) are used to account for primarily the same functions reported as governmental activities in the government wide financial statements. The focus, unlike the government-wide financial statement, is on the sources and uses of available resources (cash and cash equivalents), in order to provide a near, or short-term view of the Village's operations. This information is useful in the evaluation of short-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Village of Buffalo Grove maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Facilities Development, and Street Maintenance Funds, which are classified as major funds. Data on the other three governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in the report.

Proprietary Funds (see pages 36 - 41) are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village uses enterprise funds to account for its water and sewer utility, refuse service, and activities at the Buffalo Grove and Arboretum Golf Courses. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewerage Fund and the Arboretum Golf Fund as they are considered to be major funds. The basic proprietary fund financial statements can be found on pages 36 - 41 of this report.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

Fiduciary Funds (see pages 42 - 43) are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are reflected in the government-wide financial statement since the implementation of GASB 67 & 68. The implementation was completed in fiscal year 2015. The accounting used for fiduciary funds is much like that used for proprietary funds. Notes to the financial statement provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 44 - 105 of this report.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the budgetary comparison to actual for the general fund, as well as the Village's progress in funding its obligation to provide pension and retiree benefit plans to its employees. Required supplementary information can be found on pages 106 - 118 of this report.

#### Government-wide Financial Analysis

The assets and deferred outflows of the Village of Buffalo Grove exceeded liabilities and deferred inflows by \$60.8 million as of December 31, 2019. The largest portion of the Village's net position reflects its net investment in capital assets (\$87.8 million). Those capital assets include land, buildings, streets, utility infrastructure, and equipment, less any outstanding debt related to the original acquisition. The Village uses these capital assets to help facilitate service delivery to its residents; consequently, these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay the debt must be provided from other sources, since the capital assets cannot be used to reduce these liabilities.

A portion of the Village's net position (\$1.8 million) represents resources that are subject to external restrictions on how they may be used, of that amount \$1.3 million is restricted for contractual construction obligations for a road project. The remaining balance of unrestricted net position ((\$28.8) million) reduces total net position significantly due to GASB 68 and 75, which requires the Village to show the outstanding retirement obligations in noncurrent liabilities. The total decrease in unrestricted net position from the prior year is \$1.0 million (3.0 percent).

The Village's combined net position increased by \$2.8 million as a result of governmental activities increasing by \$2.4 million and business-type activities increasing by \$0.4 million. The net position of the Village's governmental fund was \$12.3 million. The Village's unrestricted net position for governmental activities that are available for day-to-day financial operations were (\$40.2) million compared to (\$41.1) million at December 31, 2018. The net position of business-type activities was \$48.5 million. The business type activities unrestricted net position increased by \$0.1 million from the previous year.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited)  
December 31, 2019

Please refer to table below for condensed Statement of Net Position:

## Village of Buffalo Grove's Net Position (in Millions)

|                                            | Governmental<br>Activities |        | Business-Type<br>Activities |      | Total  |        |
|--------------------------------------------|----------------------------|--------|-----------------------------|------|--------|--------|
|                                            | 2019                       | 2018   | 2019                        | 2018 | 2019   | 2018   |
| <b>Assets</b>                              |                            |        |                             |      |        |        |
| Current / Other Assets                     | \$ 51.0                    | 45.2   | 14.6                        | 14.8 | 65.6   | 60.0   |
| Capital Assets                             | 62.5                       | 62.3   | 43.4                        | 43.5 | 105.9  | 105.8  |
| <b>Total Assets</b>                        | 113.5                      | 107.5  | 58.0                        | 58.3 | 171.5  | 165.8  |
| Deferred Outflows                          | 14.1                       | 13.4   | 1.0                         | 0.3  | 15.1   | 13.7   |
| <b>Total Assets/Deferred Outflows</b>      | 127.6                      | 120.9  | 59.0                        | 58.6 | 186.6  | 179.5  |
| <b>Liabilities</b>                         |                            |        |                             |      |        |        |
| Current Liabilities                        | 6.0                        | 4.6    | 2.1                         | 2.5  | 8.1    | 7.1    |
| Non-Current Liabilities                    | 80.7                       | 81.3   | 8.2                         | 7.3  | 88.9   | 88.6   |
| <b>Total Liabilities</b>                   | 86.7                       | 85.9   | 10.3                        | 9.8  | 97.0   | 95.7   |
| Deferred Inflows                           | 28.6                       | 25.1   | 0.2                         | 0.7  | 28.8   | 25.8   |
| <b>Total Liabilities/ Deferred Inflows</b> | 115.3                      | 111.0  | 10.5                        | 10.5 | 125.8  | 121.5  |
| <b>Net Position:</b>                       |                            |        |                             |      |        |        |
| Net Investment in Capital Assets           | 50.7                       | 49.1   | 37.1                        | 36.8 | 87.8   | 85.9   |
| Restricted                                 | 1.8                        | 1.9    | -                           | -    | 1.8    | 1.9    |
| Unrestricted                               | (40.2)                     | (41.1) | 11.4                        | 11.3 | (28.8) | (29.8) |
| <b>Total Net Position</b>                  | 12.3                       | 9.9    | 48.5                        | 48.1 | 60.8   | 58.0   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

#### Normal Impacts

There are five basic (normal) transactions that will affect the comparability of the Statement of Net Position summary presentation.

*Net Results of Activities* – which will impact (increase/decrease) current assets and unrestricted net position.

*Borrowing of Capital* – which will increase current assets and long-term debt.

*Spending Borrowed Proceeds on New Capital* – which will reduce current assets and increase capital assets. There is a second impact, an increase in invested in capital assets and an increase in related net debt which will not change the net investment in capital assets.

*Reduction of Capital Assets through Depreciation* – which will reduce capital assets and net investment in capital assets.

#### Current Year Impacts

At the end of the current fiscal year, the Village reported positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

Within the governmental activities, the Village increase in “Current and Other Assets” of \$5.8 million is primarily related to \$4.5 million more in cash and investments and \$1.2 million more in receivables at the end of 2019 compared to 2018. \$0.5 million increase from prior year in receivables from the Intergovernmental Risk Management Agency and the remaining due to increases in property and income taxes respectively of \$0.3 and \$0.5 million. The Village also experienced slight decreases in telecommunications and sales and use taxes. Telecommunications taxes were down about \$0.5 million (27.8 percent) and sales and uses taxes were down \$0.1 million (0.9 percent). Utility taxes and real estate (property) transfer taxes stayed consistent to prior year. Interest Income increased \$0.2 million (176 percent) and miscellaneous income increased \$0.8 million (43 percent).

The Village maintained capital improvement and asset purchases in 2019. The Village has adopted a philosophy of funding capital improvements to a large extent on a pay-as-you-go basis, and retires debt obligations quickly, resulting in positive net position calculations. Declines in “Capital Assets” are primarily as a result of depreciation.

#### Changes in Net Position.

The Village's total revenues and expenses for governmental and business-type activities are reflected in the following chart:

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited)  
December 31, 2019

## Village of Buffalo Grove's Changes in Net Position (in Millions)

|                          | Governmental<br>Activities |             | Business-Type<br>Activities |             | Total       |             |
|--------------------------|----------------------------|-------------|-----------------------------|-------------|-------------|-------------|
|                          | 2019                       | 2018        | 2019                        | 2018        | 2019        | 2018        |
| <b>Revenues</b>          |                            |             |                             |             |             |             |
| Program Revenues         |                            |             |                             |             |             |             |
| Charges for Services     | \$ 4.9                     | 4.6         | 13.8                        | 13.9        | 18.7        | 18.5        |
| Grants / Contributions   |                            |             |                             |             |             |             |
| Operating                | 1.7                        | 1.3         | -                           | -           | 1.7         | 1.3         |
| Capital                  | 0.2                        | -           | 0.3                         | 0.2         | 0.5         | 0.2         |
| General Revenues         |                            |             |                             |             |             |             |
| Property Taxes           | 16.3                       | 16.0        | -                           | -           | 16.3        | 16.0        |
| Sales and Use Taxes      | 11.3                       | 11.4        | -                           | -           | 11.3        | 11.4        |
| Income Taxes             | 4.5                        | 4.0         | -                           | -           | 4.5         | 4.0         |
| Telecommunications Taxes | 1.3                        | 1.8         | -                           | -           | 1.3         | 1.8         |
| Utility Taxes            | 2.8                        | 2.8         | -                           | -           | 2.8         | 2.8         |
| Property Transfer Taxes  | 1.0                        | 1.0         | -                           | -           | 1.0         | 1.0         |
| Other General Revenues   | 4.9                        | 3.2         | 0.8                         | 0.6         | 5.7         | 3.8         |
| <b>Total Revenues</b>    | <b>48.9</b>                | <b>46.1</b> | <b>14.9</b>                 | <b>14.7</b> | <b>63.8</b> | <b>60.8</b> |
| <b>Expenses</b>          |                            |             |                             |             |             |             |
| General Government       | 7.0                        | 7.6         | -                           | -           | 7.0         | 7.6         |
| Public Safety            | 30.2                       | 30.3        | -                           | -           | 30.2        | 30.3        |
| Public Works             | 10.2                       | 9.2         | -                           | -           | 10.2        | 9.2         |
| Interest                 | 0.3                        | 0.3         | -                           | -           | 0.3         | 0.3         |
| Water                    | -                          | -           | 9.7                         | 10.1        | 9.7         | 10.1        |
| Sewer                    | -                          | -           | 2.8                         | 0.9         | 2.8         | 0.9         |
| Golf                     | -                          | -           | 0.8                         | 2.7         | 0.8         | 2.7         |
| <b>Total Expenses</b>    | <b>47.7</b>                | <b>47.4</b> | <b>13.3</b>                 | <b>13.7</b> | <b>61.0</b> | <b>61.1</b> |
| Change in Net Position   |                            |             |                             |             |             |             |
| Before Transfers         | 1.2                        | (1.3)       | 1.6                         | 1.0         | 2.8         | (0.3)       |
| Transfers                | 1.2                        | -           | (1.2)                       | -           | -           | -           |
| Change in Net Position   | 2.4                        | (1.3)       | 0.4                         | 1.0         | 2.8         | (0.3)       |
| Net Position - Beginning | 9.9                        | 11.2        | 48.1                        | 47.1        | 58.0        | 58.3        |
| Net Position - Ending    | 12.3                       | 9.9         | 48.5                        | 48.1        | 60.8        | 58.0        |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

#### Normal Impacts

##### Revenues

*Economic Condition* – which can reflect a declining, stable or growing economic environment and has a substantial impact on property, sales, income, utility tax revenues as well as public spending habits for building permits, elective user fees and volumes of consumption.

*Increase/Decrease in the Village Approved Rates* – while certain tax rates are set by statute, the Village has significant authority to impose and periodically increase/decrease rates (water, building and licensing fees, ambulance fee, etc.).

*Changing patterns in Intergovernmental and Grant Revenue* – (both recurring and non-recurring) – certain recurring revenue (state shared revenues) may experience significant changes periodically while non-recurring (one-time) grants are less predictable and often distorting in their impact on year-to-year comparisons.

*Market Impact on Investment Income* – the Village's investment portfolio is structured to meet certain liabilities as they become due and the income generated is subject to market conditions that may cause the investment income to fluctuate.

##### Expenses

*Changes in Authorized Personnel* – changes in service demand may cause the Village to increase/decrease authorized staffing.

*Salary Increase (general wage adjustments and merit)* – compensation adjustments to ensure the Village is able to attract and retain high level employees.

*Inflation* – while overall inflation appears to be reasonably modest, the Village is a major consumer of certain commodities such as supplies, fuels, and parts. Some functions may experience unusual commodity-specific increases (e.g. fuel, road salt).

#### Current Year Impacts

##### Government Activities:

Governmental activities increased the Village's net position by \$2.4 million to \$12.3 million. Significant elements contributing to this net change are as follows;

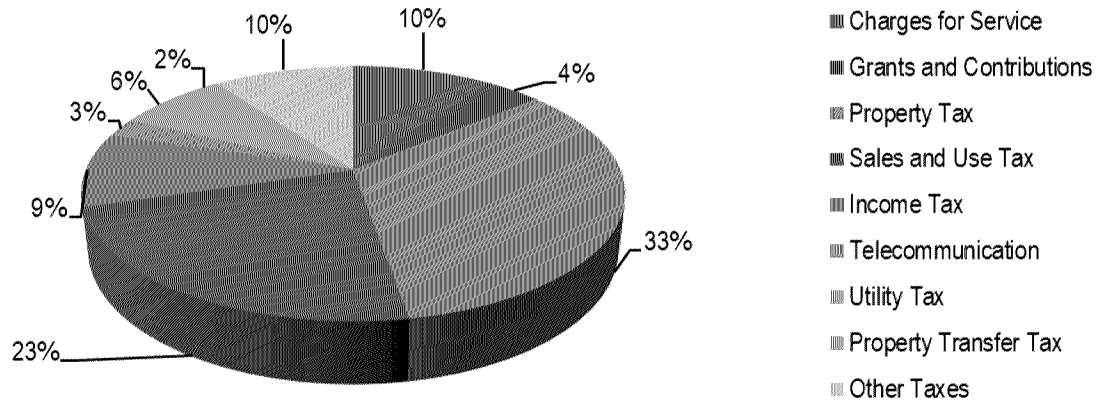
##### Revenues:

Revenues for the Village's governmental activities for the year ended December 31, 2019 were \$48.9 million an increase of \$2.8 million or 6.1 percent. Property taxes continue to be the Village's largest source of revenue (33.3 percent) at \$16.3 million. Included within the property tax revenues are the pension levies for the Police and Firefighter Pension Funds and IMRF/Social Security Levies. The pension levies account for 30 percent of the property tax levy. Other taxes and intergovernmental revenue including sales tax, state income tax, utility tax, prepared food and beverage tax, hotel tax, and real estate transfer tax total \$20.9 million or 42.7 percent of total governmental activities revenue. Property taxes increased by \$0.3 million. The increase in the corporate agency tax levy collected in 2019 was 2.3 percent. The corporate levy for 2019, to be collected in 2020, is funding Police and Fire Protection.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

#### Village of Buffalo Grove 2019 Revenue by Source Governmental Activities



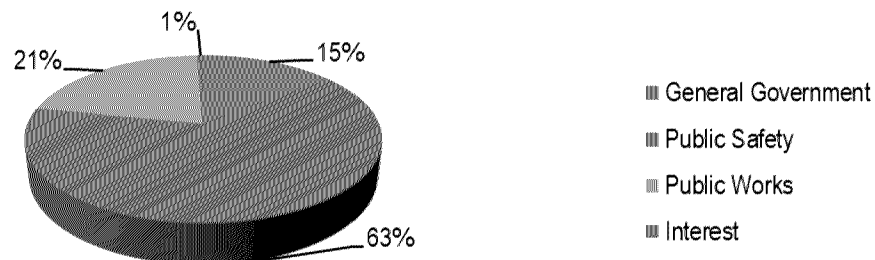
The Police Protection levy increased \$.2 million (4.8 percent) and the Fire Protection Levy decreased \$.2 million (3.0 percent). The total tax levy increased 3.89 percent in total.

Sales and use tax decreased by \$0.1 million compared to the previous year primarily due to sales tax (net of rebates) declining 2.1%. Utility taxes stayed consistent with prior year. Income taxes continue to rebound increasing \$0.5 million from FY 2018, a 12.5 percent jump. Real estate transfer taxes stayed consistent with prior year. Income tax and sales and use tax are key indicators for the Village of Buffalo Grove's local economy and are improving and only decreasing slightly year over year.

#### Expenses:

The cost of all governmental activities this year was \$47.7 million, an increase of 0.6 percent from 2018 (\$47.4 million). The largest increase was made in Public Works expenses \$1.0 million in 2019. Public Safety and General Government expenses decreased by \$0.1 million (0.3 percent) and \$0.6 million (7.9 percent).

#### Village of Buffalo Grove 2019 Expenditure by Function Governmental Activities Expenditures



## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

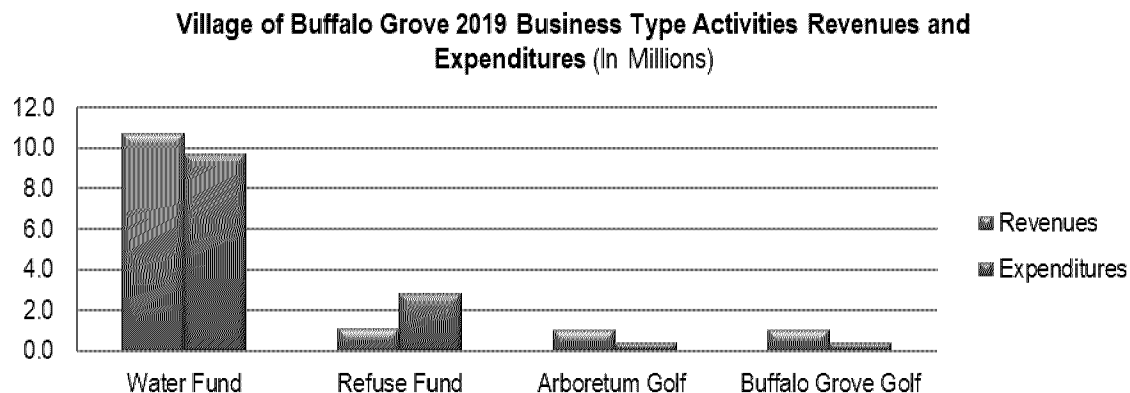
The Statement of Activities on pages 28 - 29 shows that \$4.9 million in revenue was generated to finance the services rendered by the user fees. Another 2.0 million in revenue was generated by operating and capital grants and other contributions that was expended for capital improvement.

#### Business-Type Activities:

Business-type activities net position increased by \$0.4 million. Significant changes are noted below.

#### Revenue:

Water sales decreased \$.2 million from the previous year. The total amount pumped was \$1.27 billion gallons in 2018 versus 1.24 billion in 2019. The utility increased revenue with a 4 percent water rate increase. The decrease in water consumed was due to above average rain fall in 2019 and conservation efforts. Average water consumption continues to be at historic lows due to maturing landscapes, more efficient appliances, and resource conservation. The two golf courses generated \$2.0 million in 2019, which is consistent with the 2018 revenue earnings. The following graph shows a comparison of revenues and expenses for each business type activity (less depreciation and operating transfers).



#### Expenses:

Expenses from all business-type activities decreased by \$0.4 million or 2.9 percent. The Water Fund expenses decreased by \$0.4 million due to less Lake County tap on fee expenses. Golf expenses were reduced in 2019 to \$1.9 million in total, or decrease of 70.4 percent.

#### Financial Analysis of the Village's Funds

As noted earlier the Village utilizes fund accounting to ensure and demonstrate compliance with finance related legal requirements.

#### Governmental Funds

The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.



## VILLAGE OF BUFFALO GROVE, ILLINOIS

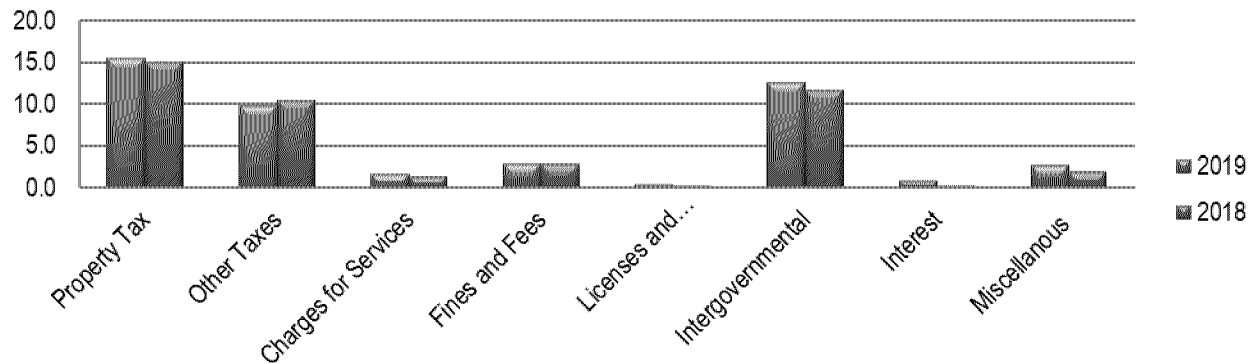
### Management's Discussion and Analysis (Unaudited) December 31, 2019

The Village's governmental funds for the year ended December 31, 2019 reflect a combined fund balance of \$29.5 million on its balance sheet (pages 30 - 31). This represents a \$3.9 million dollar increase over the balance posted last year. The Village grew revenues to match inflation and insurance cost, which continue to be the driving force behind the increase in expenditures on an annual basis. Of the total fund balance of \$29.5 million, \$18.9 million is unassigned indicating availability for future obligations.

The 2019 unassigned fund balance increased by \$2.2 million primarily due to a \$3.4 million line of credit payoff in 2018 for the Emerald Ash Borer Tree Replacements Village-wide, which did not occur in 2019. Nonspendable fund balance (\$0.16 million) represents amounts set aside for inventory and deposits. Restricted fund balance (\$1.8 million) is related to federal and state seizure funds and non-major special revenue fund balances including the Motor Fuel Tax fund. Committed fund balance (\$8.6 million) is to be used for future capital replacement.

The General Fund is the Village's main operating fund and accounts for core municipal services including, public safety (police and fire), public works, community development, and general administration. As such, it is useful to review the liquidity of the fund by comparing the unassigned fund balance against the operating General Fund operating budget. As of December 31, 2019, the unassigned fund balance represents 42.4 percent of the FY 2019 operating budget. The Fund Balance of the General Fund increased by \$3.3 million for the fiscal year ended December 31, 2019.

**Village of Buffalo Grove 2019 General Fund Revenue (in millions)**



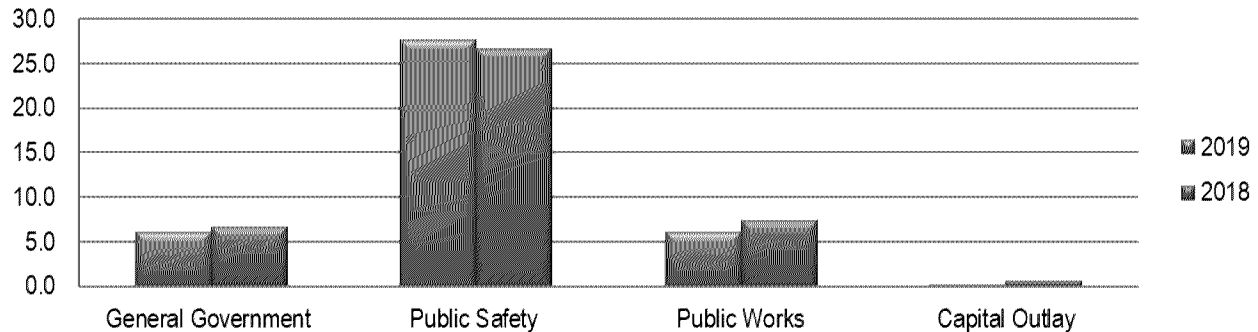
General Fund revenues increased by \$2.6 million in 2019. Fines and Fees increased slightly reporting \$2.9 million, while Miscellaneous Income is up \$0.8 million (42.1 percent) from 2018. Sales tax (net of rebates) reported for 2019 was down 2.1 percent (\$0.2 million). Income tax increased \$0.4 million (11.2 percent) and use tax increased \$0.2 million (14.8 percent). The housing stock continues to turn over in Buffalo Grove with real estate transfer tax slightly increasing by \$0.5 thousand (5.75 percent). State of Illinois shared revenues, specifically those that are part of the local government distributive fund, rebounded in 2018. It should be noted that these revenues tend to be threatened to be reduced annually by the state legislature. The Village of Buffalo Grove is focused on developing self-sustaining revenue sources.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

The overall growth in the General Fund revenue was 5.9 percent, while expenditures decreased 3.1 percent (\$1.3 million) in 2019.

#### Village of Buffalo Grove 2019 General Fund Expenditures



The surplus of revenues over expenditures (before other financing sources/uses) was \$6.3 million. Adding in the Other Financing Sources (Uses), the net change to fund balance resulted in an increase of \$3.3 million. Public Safety Expenditures increased \$0.9 million, 3.4 percent, in FY 2019. Public Works decreased 17.6 percent (\$1.3 million) and General Government spent \$0.5 million less in 2019 versus 2018.

Special Revenue Funds have a combined fund balance of \$1.4 million as of December 31, 2019. In 2019 the Village continued its initiative to improve local roadways by resurfacing streets, repairing bridges, and maintaining street, curb and gutter as needed. These projects were funded through Motor Fuel Tax (MFT) funds, the Capital Projects Street Maintenance fund, and grant revenues in 2019. Revenues received from the state share of the motor fuel tax were \$1.4 million. The cost of the 2019 street maintenance program was \$1.4 million. The scope of each year's identified maintenance, as determined through pavement analysis studies, has surpassed the relatively inelastic source of funding (more specifically the Motor Fuel Tax allotments). Given both the rise in the cost of maintenance and the declining revenue, the amount of street surface area repaired each year will decline. The intention of the 2016 debt issuance was to catch up with maintenance in order to maintain appropriate pavement standards and try to complete all repairs before road resurfacing turns into a complete rebuild of the pavement. The Street Maintenance Fund expended \$2.7 million which was transferred from the General Fund. Some street projects tied to Grant funding are not complete as of December 31, 2019, the remainder will be expended in FY 2020. The Village continues to make streets a priority spending over the annual allotment for MFT by transferring general fund revenues to funds that build and improve roadway infrastructure.

The Debt Service Fund has a fund balance of \$803 at the end of FY 2019, The Village debt totals \$11.9 million, all general obligation bonds, and retired \$1.2 million in principal in the current year. The interest paid associated with the debt retired was \$325,743. Debt per capita is \$294.74 as of December 31, 2019. The Village has the sixth lowest total outstanding debt amongst all the taxing bodies represented on the 2018 Lake and/or Cook County property tax bill.

The Village's Capital Improvement plan continued in 2019. The Village expended over \$0.7 million to the Facilities Development fund infrastructure in FY 2019.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

#### Proprietary Funds

The Village of Buffalo Grove's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Village reports that both the Water and Sewer Fund and the Arboretum Golf Course as major proprietary funds. The Water and Sewer Fund accounts for all operating expenses of the municipal water system. Water is purchased wholesale from the City of Evanston through the Northwest Water Commission of which the Village is one of four members. Sanitary sewer service is provided by the Lake County Public Works Department for those property owners in Lake County. The Village acts as a billing partner to reduce administrative costs. The Metropolitan Water Reclamation District of Greater Chicago handles all the sanitary sewer treatment for Cook County residents and recovers its expenses through a property tax levy.

The water and sewer utility experienced net operating income before interest and transfers of \$1.4 million for FY 2019, an increase of \$0.3 million (22.6 percent) from the prior fiscal year. A rate increase of 4 percent was applied to all usage effective January 1, 2019. Sewer operations accounted for 41.0 percent, or \$4.1 million of the total Water and Sewer operational expenditures. Water operations accounted for \$3.6 million (36.4 percent) and capital outlay for both systems totaling \$2.2 million (22.6 percent). The purchase of water accounted for 17.4 percent, or \$1.7 million. Sanitary sewer fees collected on behalf of Lake County Public Works was \$3.1 million for FY 2019. These two pass through expenditures account for 48.7 percent of the total operating expense of the fund.

Non-operating revenue (expense) increased \$0.14 million due to investment income.

The unrestricted net position of the Water and Sewer Fund at the end of the current fiscal year was \$10.5 million. Of that amount \$8.0 million is the Village's equity interest in the Northwest Water Commission and \$2.5 million is available to cash finance any major infrastructure improvements or enhancements to the water system. The installment note to pay down the water meter replacement project is \$6.0 million, or 77.6 percent, of the total liabilities to the water and sewer enterprise. The note is paid off by the increased margin of water metering accuracy.

The Village of Buffalo Grove owns and operates two municipal golf courses. The Village also reported the Arboretum Golf Course Fund as a major proprietary fund. This fund accounts for all operations of the Arboretum Golf Course. The course reported a year end unrestricted net position balance of \$0.9 million. Total revenues were down \$2.8 thousand from 2018. The Buffalo Grove Golf Course generated \$1.0 million in operating revenue while incurring \$1.2 million in operating expenses. The combined transfers in (\$0.5 million) is from the general fund in FY 2019. A total of 44,000 paid rounds were played between the two courses in 2019.

#### General Fund Budgetary Highlights

The budget is formally presented to the Village Board in November and approved in December in conjunction with the tax levy request. As the Village operates under the Budget Officer Act, a public hearing, for public comment is conducted, before the budget is adopted. The budget document sets the legal spending ceiling for each fund and serves as the day-to-day management tool to ensure fiscal accountability.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited)  
December 31, 2019General Fund Budgetary Highlights  
For the Fiscal Year Ended December 31, 2019  
(in thousands)

|                                  | Final<br>Budget | Actual |
|----------------------------------|-----------------|--------|
| Revenues and Transfers:          |                 |        |
| Taxes                            | \$ 37,980       | 37,750 |
| Fines and Fees                   | 2,903           | 2,938  |
| Licenses and permits             | 329             | 363    |
| Other Revenues                   | 2,689           | 5,326  |
| Transfers in                     | 877             | 1,009  |
| Total Revenues and Transfers     | 44,778          | 47,386 |
| Expenditures and Transfers       |                 |        |
| Expenditures                     | 42,893          | 39,935 |
| Transfers Out                    | 1,749           | 4,160  |
| Total expenditures and Transfers | 44,642          | 44,095 |
| Change in fund balance           | 136             | 3,291  |

Revenue (taxes) performed better than expected due to strong sales and income tax revenue. Actual expenditures exceeded budgeted expenditures due to unexpected, or scope modifications, of capital improvements.

**Capital Assets**

At the end of December 31, 2019, the Village had a combined total of capital assets of \$106.1 million invested in a broad range of capital assets including, buildings, streets, storm sewers, and equipment. This amount represents a net increase (including additions and deductions) of \$0.1 million.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited)  
December 31, 2019

## Village of Buffalo Grove Capital Assets at Year End (in millions)

|                                | Governmental |      | Business-Type |      | Total |       |
|--------------------------------|--------------|------|---------------|------|-------|-------|
|                                | Activities   |      | Activities    |      |       |       |
|                                | 2019         | 2018 | 2019          | 2018 | 2019  | 2018  |
| Land                           | \$ 38.1      | 38.1 | 6.2           | 6.2  | 44.3  | 44.3  |
| Construction in Progress       | 1.6          | 0.1  | -             | 0.8  | 1.6   | 0.9   |
| Buildings                      | 3.5          | 3.9  | 1.0           | 2.0  | 4.5   | 5.9   |
| Equipment and Vehicles         | 5.4          | 5.7  | 0.2           | -    | 5.6   | 5.7   |
| Land Improvements              | 2.6          | 2.7  | -             | -    | 2.6   | 2.7   |
| Streets and Storm Sewers       | 11.4         | 11.8 | -             | -    | 11.4  | 11.8  |
| Water and Sewer Infrastructure | -            | -    | 36.0          | 34.8 | 36.0  | 34.8  |
|                                | 62.6         | 62.3 | 43.4          | 43.8 | 106.0 | 106.1 |

The Governmental Activities net capital assets increased from last year by \$0.3 million (0.5 percent). For the Business-type activities, the net capital assets decreased by \$0.4 million or (0.9 percent).

The capital activity for the Village of Buffalo Grove was mostly in facilities, road, sewer and water. The amounts added to the asset classes was offset by accumulated depreciation and not shown in the table above. The noticeable increase is in vehicles and equipment as the Village has purchased significant assets for operation in Fire and public works.

Detailed information on the Village's capital assets is included in Note 3 on pages 68 -69.

**Long-Term Debt**

At year end, the Village had total bonded debt outstanding of \$18.2 million as shown in the next table:

## Village of Buffalo Grove Long-Term Debt (in millions)

|                               | Governmental |      | Business-Type |      | Total |      |
|-------------------------------|--------------|------|---------------|------|-------|------|
|                               | Activities   |      | Activities    |      |       |      |
|                               | 2019         | 2018 | 2019          | 2018 | 2019  | 2018 |
| General Obligation Bonds      | \$ 11.9      | 13.1 | -             | -    | 11.9  | 13.1 |
| IEPA Loans                    | -            | -    | 0.3           | 0.3  | 0.3   | 0.3  |
| Installment Contracts Payable | -            | -    | 6.0           | 6.3  | 6.0   | 6.3  |
|                               | 11.9         | 13.1 | 6.3           | 6.6  | 18.2  | 19.7 |

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Management's Discussion and Analysis (Unaudited) December 31, 2019

The Village maintains assigned "AAA" ratings on its general obligation bonds from Standard and Poor's Corporation. Moody's Investor Services rates the Village of Buffalo Grove as "AA1".

The total per capita general obligation (GO) debt for the community stands at \$294.74 and represents 0.84 percent of the percentage of equalized assessed valuation of the Village.

The Village, under its home rule authority, does not have a legal debt limit.

Detailed information on the Village's long-term debt can be found in note 3 on pages 70 - 77.

### Economic Factors and Next Year's Budgets and Rates

The Village entered 2020 with a balanced operating budget. The budget for the fiscal year beginning January 1, 2020, is \$80,837,127 a 3.6 percent increase from the previous year. The operating budget totals \$45,376,742 resulting in a 3.3 percent increase over the previous year.

Total capital spending during the year is estimated to be \$8.3 million. Continued emphasis will remain on developing innovative ways to deliver services and reduce costs while actively working to improve sales tax collections through economic development. The Village will kick-off a five-year capital program to address the community's water and sanitary sewer system infrastructure replacement and street resurfacing and reconstructions projects. Two rate/tax proposals are being considered to support this, which if implemented, will be allocated entirely to capital projects and used to offset debt service exposure in the property tax levy.

Property taxes remain the Village's most stable revenue although the total assessed value of all taxable property is expected to increase about 1.61 percent for the 2019 tax levy (extended and collected in 2020). A tax levy was adopted for the 2020 budget that was 3.89 percent over last year's request. The growth in the levy is tied to two items: growth in the public safety operations and public safety pensions. The Village mitigated an additional \$0.7 million in levied taxes through two abatements of the 2012 and 2016 bonds. If these amounts are not abated the levy increase would be an additional 4.06 percent higher. The Village will use operating funds to pay the bond payable amount not covered through the tax levy.

A twenty-year proforma was completed on the Water Fund in FY 2018 and subsequently a water and sewer rate recommendation was made, and adopted, that will increase water rates by 4 percent in 2019.

A Storm Water Management User Fee was introduced in the FY 2016 budget. This new user fees will offset the costs related to maintaining, repairing and developing an infrastructure reserve for future system needs. This revenue stream has resulted in an additional \$1.1 million to the General Fund that is funding new and replacement storm sewer infrastructure.

Budgeted expenditures include general wage adjustment for non-represented employees and contractual salary adjustments which are part of labor agreements. The Village currently has two represented employee groups (police and fire).

Health insurance increases are minimized by the economies of scale provided by the Village's membership in the Intergovernmental Personnel Benefits Cooperative (IPBC). All other expenditures will be generally unchanged. There is no additional staffing recommended for FY 2020.

**VILLAGE OF BUFFALO GROVE, ILLINOIS****Management's Discussion and Analysis (Unaudited)  
December 31, 2019**

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**CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the Village's finances and to demonstrate the Village's accountability for the money it receives. Questions concerning this report or requests for additional financial information should be directed to Chris Black, Director of Finance or Cheryl Mosqueda, Deputy Director of Finance, Village of Buffalo Grove, 50 Raupp Boulevard, Buffalo Grove, IL 60089.

## BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.



## VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Net Position  
December 31, 2019

|                                                 | Governmental<br>Activities | Business-Type<br>Activities | Totals        |
|-------------------------------------------------|----------------------------|-----------------------------|---------------|
| <b>ASSETS</b>                                   |                            |                             |               |
| Current Assets                                  |                            |                             |               |
| Cash and Cash Equivalents                       | \$ 26,642,759              | 4,291,073                   | 30,933,832    |
| Receivables - Net of Allowances                 | 24,168,259                 | 2,229,176                   | 26,397,435    |
| Prepays/Inventories                             | 159,494                    | 54,925                      | 214,419       |
| Total Current Assets                            | 50,970,512                 | 6,575,174                   | 57,545,686    |
| Noncurrent Assets                               |                            |                             |               |
| Capital Assets                                  |                            |                             |               |
| Nondepreciable                                  | 39,741,639                 | 6,198,514                   | 45,940,153    |
| Depreciable                                     | 104,409,391                | 90,055,607                  | 194,464,998   |
| Accumulated Depreciation                        | (81,567,732)               | (52,860,783)                | (134,428,515) |
|                                                 | 62,583,298                 | 43,393,338                  | 105,976,636   |
| Other Assets                                    |                            |                             |               |
| Investment in Joint Venture                     | -                          | 7,996,136                   | 7,996,136     |
| Total Noncurrent Assets                         | 62,583,298                 | 51,389,474                  | 113,972,772   |
| Total Assets                                    | 113,553,810                | 57,964,648                  | 171,518,458   |
| <b>DEFERRED OUTFLOWS OF RESOURCES</b>           |                            |                             |               |
| Deferred Items - IMRF                           | 5,660,261                  | 895,816                     | 6,556,077     |
| Deferred Items - Police Pension                 | 3,677,640                  | -                           | 3,677,640     |
| Deferred Items - Firefighters' Pension          | 2,905,845                  | -                           | 2,905,845     |
| Deferred Items - RBP                            | 1,831,350                  | 105,863                     | 1,937,213     |
| Unamortized Loss on Refunding                   | 16,721                     | -                           | 16,721        |
| Total Deferred Outflows of Resources            | 14,091,817                 | 1,001,679                   | 15,093,496    |
| Total Assets and Deferred Outflows of Resources | 127,645,627                | 58,966,327                  | 186,611,954   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

|                                                     | Governmental<br>Activities | Business-Type<br>Activities | Totals       |
|-----------------------------------------------------|----------------------------|-----------------------------|--------------|
| <b>LIABILITIES</b>                                  |                            |                             |              |
| Current Liabilities                                 |                            |                             |              |
| Accounts Payable                                    | \$ 2,917,358               | 1,517,419                   | 4,434,777    |
| Accrued Payroll                                     | 817,494                    | 44,234                      | 861,728      |
| Deposits Payable                                    | 532,838                    | 31,820                      | 564,658      |
| Other Payables                                      | 74,624                     | 50,024                      | 124,648      |
| Compensated Absences Payable                        | 376,383                    | 20,394                      | 396,777      |
| Current Portion of Long-Term Debt                   | 1,299,030                  | 405,894                     | 1,704,924    |
| Total Current Liabilities                           | 6,017,727                  | 2,069,785                   | 8,087,512    |
| Noncurrent Liabilities                              |                            |                             |              |
| Compensated Absences Payable                        | 1,505,533                  | 81,577                      | 1,587,110    |
| Net Pension Liability - IMRF                        | 9,900,727                  | 1,566,929                   | 11,467,656   |
| Net Pension Liability - Police Pension              | 29,585,230                 | -                           | 29,585,230   |
| Net Pension Liability - Firefighters' Pension       | 18,320,693                 | -                           | 18,320,693   |
| Total OPEB Liability - RBP                          | 10,757,944                 | 621,870                     | 11,379,814   |
| General Obligation Bonds Payable - Net              | 10,636,997                 | -                           | 10,636,997   |
| IEPA Loan Payable                                   | -                          | 292,240                     | 292,240      |
| Installment Note Payable                            | -                          | 5,615,015                   | 5,615,015    |
| Total Noncurrent Liabilities                        | 80,707,124                 | 8,177,631                   | 88,884,755   |
| Total Liabilities                                   | 86,724,851                 | 10,247,416                  | 96,972,267   |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                |                            |                             |              |
| Property Taxes                                      | 17,101,231                 | -                           | 17,101,231   |
| Deferred Items - IMRF                               | 1,186,306                  | 187,749                     | 1,374,055    |
| Deferred Items - Police Pension                     | 6,110,520                  | -                           | 6,110,520    |
| Deferred Items - Firefighters' Pension              | 3,612,098                  | -                           | 3,612,098    |
| Deferred Items - RBP                                | 581,537                    | 33,616                      | 615,153      |
| Total Deferred Inflows of Resources                 | 28,591,692                 | 221,365                     | 28,813,057   |
| Total Liabilities and Deferred Inflows of Resources | 115,316,543                | 10,468,781                  | 125,785,324  |
| <b>NET POSITION</b>                                 |                            |                             |              |
| Net Investment in Capital Assets                    | 50,663,992                 | 37,080,189                  | 87,744,181   |
| Restricted - Public Safety                          | 484,881                    | -                           | 484,881      |
| Restricted - Motor Fuel Tax                         | 1,316,313                  | -                           | 1,316,313    |
| Restricted - Metra Parking Lot                      | 37,452                     | -                           | 37,452       |
| Restricted - Debt Service                           | 803                        | -                           | 803          |
| Unrestricted (Deficit)                              | (40,174,357)               | 11,417,357                  | (28,757,000) |
| Total Net Position                                  | 12,329,084                 | 48,497,546                  | 60,826,630   |

The notes to the financial statements are an integral part of this statement.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Statement of Activities

For the Fiscal Year Ended December 31, 2019

|                                |              | Program Revenues           |                                       |                                     |
|--------------------------------|--------------|----------------------------|---------------------------------------|-------------------------------------|
|                                |              | Charges<br>for<br>Services | Operating<br>Grants/<br>Contributions | Capital<br>Grants/<br>Contributions |
|                                | Expenses     |                            |                                       |                                     |
| Governmental Activities        |              |                            |                                       |                                     |
| General Government             | \$ 7,040,729 | 2,001,018                  | -                                     | -                                   |
| Public Safety                  | 30,187,967   | 1,796,065                  | 303,223                               | -                                   |
| Public Works                   | 10,161,059   | 1,141,998                  | 1,361,314                             | 254,814                             |
| Interest on Long-Term Debt     | 252,590      | -                          | -                                     | -                                   |
| Total Governmental Activities  | 47,642,345   | 4,939,081                  | 1,664,537                             | 254,814                             |
| Business-Type Activities       |              |                            |                                       |                                     |
| Water and Sewerage             | 9,671,845    | 10,663,766                 | -                                     | 350,000                             |
| Arboretum Golf                 | 1,678,087    | 1,025,074                  | -                                     | -                                   |
| Buffalo Grove Golf             | 1,150,081    | 1,014,510                  | -                                     | -                                   |
| Refuse Service                 | 816,849      | 1,058,282                  | -                                     | -                                   |
| Total Business-Type Activities | 13,316,862   | 13,761,632                 | -                                     | 350,000                             |
| Total Primary Government       | 60,959,207   | 18,700,713                 | 1,664,537                             | 604,814                             |

### General Revenues

#### Taxes

Property

Home Rule Sales Tax

Telecommunications Tax

Utility Tax

Property Transfer Tax

Other Taxes

Intergovernmental - Unrestricted

State Income Tax

Sales Tax

Local Use Tax

Replacement Tax

Other Taxes

Interest

Miscellaneous

Transfers - Internal Activity

Change in Net Position

Net Position - Beginning

Net Position - Ending

The notes to the financial statements are an integral part of this statement.

| Net (Expenses)/Revenues    |                             |              |
|----------------------------|-----------------------------|--------------|
| Primary Government         |                             |              |
| Governmental<br>Activities | Business-Type<br>Activities | Totals       |
| (5,039,711)                | -                           | (5,039,711)  |
| (28,088,679)               | -                           | (28,088,679) |
| (7,402,933)                | -                           | (7,402,933)  |
| (252,590)                  | -                           | (252,590)    |
| (40,783,913)               | -                           | (40,783,913) |
| -                          | 1,341,921                   | 1,341,921    |
| -                          | (653,013)                   | (653,013)    |
| -                          | (135,571)                   | (135,571)    |
| -                          | 241,433                     | 241,433      |
| -                          | 794,770                     | 794,770      |
| (40,783,913)               | 794,770                     | (39,989,143) |
| 16,321,876                 | -                           | 16,321,876   |
| 3,690,923                  | -                           | 3,690,923    |
| 1,304,425                  | -                           | 1,304,425    |
| 2,763,471                  | -                           | 2,763,471    |
| 1,024,769                  | -                           | 1,024,769    |
| 1,052,028                  | -                           | 1,052,028    |
| 4,452,254                  | -                           | 4,452,254    |
| 6,254,821                  | -                           | 6,254,821    |
| 1,400,143                  | -                           | 1,400,143    |
| 27,505                     | -                           | 27,505       |
| 261,031                    | -                           | 261,031      |
| 807,330                    | 487,333                     | 1,294,663    |
| 2,694,331                  | 274,269                     | 2,968,600    |
| 1,186,788                  | (1,186,788)                 | -            |
| 43,241,695                 | (425,186)                   | 42,816,509   |
| 2,457,782                  | 369,584                     | 2,827,366    |
| 9,871,302                  | 48,127,962                  | 57,999,264   |
| 12,329,084                 | 48,497,546                  | 60,826,630   |

The notes to the financial statements are an integral part of this statement.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Balance Sheet - Governmental Funds  
December 31, 2019

|                                                                       | General           |
|-----------------------------------------------------------------------|-------------------|
| <b>ASSETS</b>                                                         |                   |
| Cash and Investments                                                  | \$ 24,000,955     |
| Receivables - Net of Allowances                                       |                   |
| Taxes                                                                 | 20,967,593        |
| Other                                                                 | 1,823,467         |
| Due from Other Funds                                                  | 110,032           |
| Inventories                                                           | 120,809           |
| Prepays                                                               | 38,685            |
| Total Assets                                                          | <u>47,061,541</u> |
| <b>LIABILITIES</b>                                                    |                   |
| Accounts Payable                                                      | 1,576,420         |
| Accrued Payroll                                                       | 776,636           |
| Deposits Payable                                                      | 532,838           |
| Due to Other Governments                                              | 74,624            |
| Due to Other Funds                                                    | -                 |
| Total Liabilities                                                     | <u>2,960,518</u>  |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                   |
| Property Taxes                                                        | <u>16,202,772</u> |
| Total Liabilities and Deferred Inflows<br>of Resources                | <u>19,163,290</u> |
| <b>FUND BALANCES</b>                                                  |                   |
| Nonspendable                                                          | 159,494           |
| Restricted                                                            | 484,881           |
| Committed                                                             | 8,313,902         |
| Unassigned                                                            | 18,939,974        |
| Total Fund Balances                                                   | <u>27,898,251</u> |
| Total Liabilities, Deferred Inflows of<br>Resources and Fund Balances | <u>47,061,541</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

| Capital Projects       |                    |           |            |
|------------------------|--------------------|-----------|------------|
| Facilities Development | Street Maintenance | Nonmajor  | Totals     |
| 645,943                | 408,827            | 1,172,069 | 26,227,794 |
| -                      | -                  | 898,459   | 21,866,052 |
| -                      | 270,379            | 208,361   | 2,302,207  |
| -                      | -                  | -         | 110,032    |
| -                      | -                  | -         | 120,809    |
| -                      | -                  | -         | 38,685     |
| 645,943                | 679,206            | 2,278,889 | 50,665,579 |
| 643,366                | 420,776            | 459       | 2,641,021  |
| -                      | -                  | -         | 776,636    |
| -                      | -                  | -         | 532,838    |
| -                      | -                  | -         | 74,624     |
| -                      | -                  | 25,403    | 25,403     |
| 643,366                | 420,776            | 25,862    | 4,050,522  |
| -                      | -                  | 898,459   | 17,101,231 |
| 643,366                | 420,776            | 924,321   | 21,151,753 |
| -                      | -                  | -         | 159,494    |
| -                      | -                  | 1,354,568 | 1,839,449  |
| 2,577                  | 258,430            | -         | 8,574,909  |
| -                      | -                  | -         | 18,939,974 |
| 2,577                  | 258,430            | 1,354,568 | 29,513,826 |
| 645,943                | 679,206            | 2,278,889 | 50,665,579 |

The notes to the financial statements are an integral part of this statement.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Reconciliation of Total Governmental Fund Balance to Net Position - Governmental Activities

December 31, 2019

|                                                                                                                                                                                                                                                                                                     |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Total Governmental Fund Balances</b>                                                                                                                                                                                                                                                             | <b>\$ 29,513,826</b>     |
| Amounts reported for governmental activities in the Statement of Net Position are different because:                                                                                                                                                                                                |                          |
| Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.                                                                                                                                                                            | 62,583,298               |
| Deferred outflows (inflows) of resources related to the pensions not reported in the funds.                                                                                                                                                                                                         |                          |
| Deferred Items - IMRF                                                                                                                                                                                                                                                                               | 4,473,955                |
| Deferred Items - Police Pension                                                                                                                                                                                                                                                                     | (2,432,880)              |
| Deferred Items - Firefighters' Pension                                                                                                                                                                                                                                                              | (706,253)                |
| Deferred Items - RBP                                                                                                                                                                                                                                                                                | 1,249,813                |
| Internal service funds are used by the Village to charge the costs of vehicle and equipment management and employee compensated absences to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position | 13,141                   |
| Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.                                                                                                                                                                                    |                          |
| Compensated Absences Payable                                                                                                                                                                                                                                                                        | (1,881,916)              |
| Net Pension Liability - IMRF                                                                                                                                                                                                                                                                        | (9,900,727)              |
| Net Pension Liability - Police Pension                                                                                                                                                                                                                                                              | (29,585,230)             |
| Net Pension Liability - Firefighters' Pension                                                                                                                                                                                                                                                       | (18,320,693)             |
| Total OPEB Liability - RBP                                                                                                                                                                                                                                                                          | (10,757,944)             |
| General Obligation Bonds Payable - Net                                                                                                                                                                                                                                                              | (11,936,027)             |
| Unamortized Loss on Refunding                                                                                                                                                                                                                                                                       | 16,721                   |
| <b>Net Position of Governmental Activities</b>                                                                                                                                                                                                                                                      | <b><u>12,329,084</u></b> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

**VILLAGE OF BUFFALO GROVE, ILLINOIS****Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds  
For the Fiscal Year Ended December 31, 2019**

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**See Following Page**



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended December 31, 2019

|                                                              | General                  |
|--------------------------------------------------------------|--------------------------|
| Revenues                                                     |                          |
| Taxes                                                        | \$ 25,293,141            |
| Intergovernmental                                            | 12,458,416               |
| Charges for Services                                         | 1,695,032                |
| Licenses and Permits                                         | 362,747                  |
| Fines and Forfeitures                                        | 2,938,063                |
| Interest                                                     | 807,330                  |
| Miscellaneous                                                | 2,659,206                |
| Total Revenues                                               | <u>46,213,935</u>        |
| Expenditures                                                 |                          |
| Current                                                      |                          |
| General Government                                           | 6,061,345                |
| Public Safety                                                | 27,561,835               |
| Public Works                                                 | 6,091,633                |
| Capital Outlay                                               | 220,407                  |
| Debt Service                                                 |                          |
| Principal Retirement                                         | -                        |
| Interest and Fiscal Charges                                  | -                        |
| Total Expenditures                                           | <u>39,935,220</u>        |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | <u>6,278,715</u>         |
| Other Financing Sources (Uses)                               |                          |
| Debt Issuance                                                | -                        |
| Payment to Escrow Agent                                      | -                        |
| Sale of Capital Assets                                       | 163,085                  |
| Transfers In                                                 | 1,009,404                |
| Transfers Out                                                | <u>(4,159,708)</u>       |
|                                                              | <u>(2,987,219)</u>       |
| Net Change in Fund Balances                                  | 3,291,496                |
| Fund Balances - Beginning                                    | <u>24,606,755</u>        |
| Fund Balances - Ending                                       | <u><u>27,898,251</u></u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

| Capital Projects          |                       |             |             |
|---------------------------|-----------------------|-------------|-------------|
| Facilities<br>Development | Street<br>Maintenance | Nonmajor    | Totals      |
| -                         | -                     | 864,351     | 26,157,492  |
| -                         | 254,814               | 1,361,314   | 14,074,544  |
| -                         | -                     | 752         | 1,695,784   |
| -                         | -                     | -           | 362,747     |
| -                         | -                     | 183,048     | 3,121,111   |
| -                         | -                     | -           | 807,330     |
| -                         | 35,125                | -           | 2,694,331   |
| -                         | 289,939               | 2,409,465   | 48,913,339  |
| -                         | -                     | 231,811     | 6,293,156   |
| -                         | -                     | -           | 27,561,835  |
| -                         | -                     | 1,249,978   | 7,341,611   |
| 769,584                   | 2,699,384             | -           | 3,689,375   |
| -                         | -                     | 1,210,000   | 1,210,000   |
| -                         | -                     | 325,743     | 325,743     |
| 769,584                   | 2,699,384             | 3,017,532   | 46,421,720  |
| (769,584)                 | (2,409,445)           | (608,067)   | 2,491,619   |
| -                         | -                     | 1,449,275   | 1,449,275   |
| -                         | -                     | (1,457,080) | (1,457,080) |
| -                         | -                     | -           | 163,085     |
| 1,011,593                 | 2,696,703             | 680,000     | 5,397,700   |
| -                         | -                     | (12,000)    | (4,171,708) |
| 1,011,593                 | 2,696,703             | 660,195     | 1,381,272   |
| 242,009                   | 287,258               | 52,128      | 3,872,891   |
| (239,432)                 | (28,828)              | 1,302,440   | 25,640,935  |
| 2,577                     | 258,430               | 1,354,568   | 29,513,826  |

The notes to the financial statements are an integral part of this statement.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances  
to the Statement of Activities - Governmental Activities

For the Fiscal Year Ended December 31, 2019

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**Net Change in Fund Balances - Total Governmental Funds** \$ 3,872,891

Amounts reported for governmental activities in the Statement of Activities  
are different because:

Governmental funds report capital outlays as expenditures. However, in the  
Statement of Activities the cost of those assets is allocated over their estimated  
useful lives and reported as depreciation expense.

|                                      |             |
|--------------------------------------|-------------|
| Capital Outlays                      | 2,311,441   |
| Depreciation Expense                 | (2,054,624) |
| Disposals - Cost                     | (319,853)   |
| Disposals - Accumulated Depreciation | 309,237     |

The net effect of deferred outflows (inflows) of resources related  
to the pensions not reported in the funds.

|                                                  |             |
|--------------------------------------------------|-------------|
| Change in Deferred Items - IMRF                  | 6,911,944   |
| Change in Deferred Items - Police Pension        | (6,185,197) |
| Change in Deferred Items - Firefighters' Pension | (4,719,328) |
| Change in Deferred Items - RBP                   | 1,904,862   |

The issuance of long-term debt provides current financial resources to  
governmental funds, while the repayment of the principal on long-term  
debt consumes the current financial resources of the governmental funds.

|                                                         |             |
|---------------------------------------------------------|-------------|
| Change in Compensated Absences Payable                  | (118,254)   |
| Change in Net Pension Liability - IMRF                  | (7,090,380) |
| Change in Net Pension Liability - Police Pension        | 5,016,735   |
| Change in Net Pension Liability - Firefighters' Pension | 3,592,383   |
| Change in Total OPEB Liability - RBP                    | (2,265,032) |
| Retirement of Debt                                      | 2,640,000   |
| Issuance of Debt                                        | (1,449,275) |
| Amortization of Bond Premium                            | 116,955     |
| Amortization of Loss on Refunding                       | (16,723)    |

Internal service funds are used by the Village to charge the costs of vehicle and equipment  
management and employee compensated absences to individual funds.

The net revenue of certain activities of internal service funds is  
reported with governmental activities.

|                                                           |                         |
|-----------------------------------------------------------|-------------------------|
| <b>Changes in Net Position of Governmental Activities</b> | <u><u>2,457,782</u></u> |
|-----------------------------------------------------------|-------------------------|

The notes to the financial statements are an integral part of this statement.

**VILLAGE OF BUFFALO GROVE, ILLINOIS****Statement of Net Position - Proprietary Funds  
December 31, 2019**

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**See Following Page**

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Net Position - Proprietary Funds  
December 31, 2019

|                                                 | Business-Type Activities - Enterprise |                |             |              | Governmental Activities |
|-------------------------------------------------|---------------------------------------|----------------|-------------|--------------|-------------------------|
|                                                 | Water and Sewerage                    | Arboretum Golf | Nonmajor    | Totals       | Internal Service        |
| <b>ASSETS</b>                                   |                                       |                |             |              |                         |
| Current Assets                                  |                                       |                |             |              |                         |
| Cash and Investments                            | \$ 3,005,638                          | 934,714        | 350,721     | 4,291,073    | 414,965                 |
| Receivables - Net of Allowances                 |                                       |                |             |              |                         |
| Accounts                                        | 1,738,758                             | -              | -           | 1,738,758    | -                       |
| Other                                           | 490,418                               | -              | -           | 490,418      | -                       |
| Inventories                                     | -                                     | 35,963         | 18,962      | 54,925       | -                       |
| Total Current Assets                            | 5,234,814                             | 970,677        | 369,683     | 6,575,174    | 414,965                 |
| Noncurrent Assets                               |                                       |                |             |              |                         |
| Capital Assets                                  |                                       |                |             |              |                         |
| Nondepreciable                                  | -                                     | 5,219,738      | 978,776     | 6,198,514    | -                       |
| Depreciable                                     | 76,828,552                            | 9,990,847      | 3,236,208   | 90,055,607   | -                       |
| Accumulated Depreciation                        | (40,665,548)                          | (9,699,021)    | (2,496,214) | (52,860,783) | -                       |
|                                                 | 36,163,004                            | 5,511,564      | 1,718,770   | 43,393,338   | -                       |
| Other Assets                                    |                                       |                |             |              |                         |
| Investment in Joint Venture                     | 7,996,136                             | -              | -           | 7,996,136    | -                       |
| Total Noncurrent Assets                         | 44,159,140                            | 5,511,564      | 1,718,770   | 51,389,474   | -                       |
| Total Assets                                    | 49,393,954                            | 6,482,241      | 2,088,453   | 57,964,648   | 414,965                 |
| <b>DEFERRED OUTFLOWS OF RESOURCES</b>           |                                       |                |             |              |                         |
| Deferred Items - IMRF                           | 698,014                               | 58,122         | 139,680     | 895,816      | -                       |
| Deferred Items - RBP                            | 92,084                                | -              | 13,779      | 105,863      | -                       |
| Total Deferred Outflows of Resources            | 790,098                               | 58,122         | 153,459     | 1,001,679    | -                       |
| Total Assets and Deferred Outflows of Resources | 50,184,052                            | 6,540,363      | 2,241,912   | 58,966,327   | 414,965                 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

|                                                                       | Business-Type Activities - Enterprise |                   |           |            | Governmental<br>Activities |
|-----------------------------------------------------------------------|---------------------------------------|-------------------|-----------|------------|----------------------------|
|                                                                       | Water and<br>Sewerage                 | Arboretum<br>Golf | Nonmajor  | Totals     | Internal<br>Service        |
| <b>LIABILITIES</b>                                                    |                                       |                   |           |            |                            |
| Current Liabilities                                                   |                                       |                   |           |            |                            |
| Accounts Payable                                                      | \$ 1,444,408                          | 364               | 72,647    | 1,517,419  | 360,966                    |
| Accrued Payroll                                                       | 36,802                                | 2,167             | 5,265     | 44,234     | 40,858                     |
| Deposits Payable                                                      | 25,075                                | -                 | 6,745     | 31,820     | -                          |
| Other Payables                                                        | 50,024                                | -                 | -         | 50,024     | -                          |
| Compensated Absences Payable                                          | 15,439                                | -                 | 4,955     | 20,394     | -                          |
| IEPA Loan Payable                                                     | 19,092                                | -                 | -         | 19,092     | -                          |
| Installment Note Payable                                              | 386,802                               | -                 | -         | 386,802    | -                          |
| Total Current Liabilities                                             | 1,977,642                             | 2,531             | 89,612    | 2,069,785  | 401,824                    |
| Noncurrent Liabilities                                                |                                       |                   |           |            |                            |
| Compensated Absences Payable                                          | 61,757                                | -                 | 19,820    | 81,577     | -                          |
| Net Pension Liability - IMRF                                          | 1,220,941                             | 101,665           | 244,323   | 1,566,929  | -                          |
| Total OPEB Liability - RBP                                            | 540,930                               | -                 | 80,940    | 621,870    | -                          |
| IEPA Loan Payable                                                     | 292,240                               | -                 | -         | 292,240    | -                          |
| Installment Note Payable                                              | 5,615,015                             | -                 | -         | 5,615,015  | -                          |
| Total Noncurrent Liabilities                                          | 7,730,883                             | 101,665           | 345,083   | 8,177,631  | -                          |
| Total Liabilities                                                     | 9,708,525                             | 104,196           | 434,695   | 10,247,416 | 401,824                    |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                                       |                   |           |            |                            |
| Deferred Items - IMRF                                                 | 146,293                               | 12,181            | 29,275    | 187,749    | -                          |
| Deferred Items - RBP                                                  | 29,241                                | -                 | 4,375     | 33,616     | -                          |
| Total Deferred Inflows of Resources                                   | 175,534                               | 12,181            | 33,650    | 221,365    | -                          |
| Total Liabilities and Deferred<br>Inflows of Resources                | 9,884,059                             | 116,377           | 468,345   | 10,468,781 | 401,824                    |
| <b>NET POSITION</b>                                                   |                                       |                   |           |            |                            |
| Net Investment in Capital Assets                                      | 29,849,855                            | 5,511,564         | 1,718,770 | 37,080,189 | -                          |
| Unrestricted                                                          | 10,450,138                            | 912,422           | 54,797    | 11,417,357 | 13,141                     |
| Total Net Position                                                    | 40,299,993                            | 6,423,986         | 1,773,567 | 48,497,546 | 13,141                     |
| Total Liabilities, Deferred Inflows of<br>Resources, and Net Position | 50,184,052                            | 6,540,363         | 2,241,912 | 58,966,327 | 414,965                    |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds  
For the Fiscal Year Ended December 31, 2019

|                                                  | Water and<br>Sewerage    |
|--------------------------------------------------|--------------------------|
| Operating Revenues                               |                          |
| Charges for Services                             | \$ 10,663,766            |
| Interfund Services                               | -                        |
| Miscellaneous                                    | 274,269                  |
| Total Operating Revenues                         | <u>10,938,035</u>        |
| Operating Expenses                               |                          |
| Operations                                       | 7,677,084                |
| Capital Outlay                                   | 229,855                  |
| Depreciation                                     | 1,611,101                |
| Total Operating Expenses                         | <u>9,518,040</u>         |
| Operating Income (Loss)                          | <u>1,419,995</u>         |
| Nonoperating Revenues (Expenses)                 |                          |
| Interest Income                                  | 487,333                  |
| Interest Expense                                 | (153,805)                |
|                                                  | <u>333,528</u>           |
| Income (Loss) Before Contributions and Transfers | <u>1,753,523</u>         |
| Capital Contributions                            | 350,000                  |
| Transfers In                                     | -                        |
| Transfers Out                                    | (957,600)                |
|                                                  | <u>(607,600)</u>         |
| Change in Net Position                           | 1,145,923                |
| Net Position - Beginning as Restated             | <u>39,154,070</u>        |
| Net Position - Ending                            | <u><u>40,299,993</u></u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

| Business-Type Activities - Enterprise |           |             | Governmental Activities |
|---------------------------------------|-----------|-------------|-------------------------|
| Arboretum                             |           |             | Internal Service        |
| Golf                                  | Nonmajor  | Totals      |                         |
| 1,025,074                             | 2,072,792 | 13,761,632  | -                       |
| -                                     | -         | -           | 5,382,783               |
| -                                     | -         | 274,269     | -                       |
| 1,025,074                             | 2,072,792 | 14,035,901  | 5,382,783               |
| 1,247,829                             | 1,877,203 | 10,802,116  | 5,343,579               |
| -                                     | 3,278     | 233,133     | -                       |
| 430,258                               | 86,449    | 2,127,808   | -                       |
| 1,678,087                             | 1,966,930 | 13,163,057  | 5,343,579               |
| (653,013)                             | 105,862   | 872,844     | 39,204                  |
| -                                     | -         | 487,333     | -                       |
| -                                     | -         | (153,805)   | -                       |
| -                                     | -         | 333,528     | -                       |
| (653,013)                             | 105,862   | 1,206,372   | 39,204                  |
| -                                     | -         | 350,000     | -                       |
| 292,452                               | 158,960   | 451,412     | -                       |
| (10,000)                              | (670,600) | (1,638,200) | (39,204)                |
| 282,452                               | (511,640) | (836,788)   | (39,204)                |
| (370,561)                             | (405,778) | 369,584     | -                       |
| 6,794,547                             | 2,179,345 | 48,127,962  | 13,141                  |
| 6,423,986                             | 1,773,567 | 48,497,546  | 13,141                  |

The notes to the financial statements are an integral part of this statement.



## VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Cash Flows - Proprietary Funds  
For the Fiscal Year Ended December 31, 2019

|                                                                                                      | Water and<br>Sewerage |
|------------------------------------------------------------------------------------------------------|-----------------------|
| Cash Flows from Operating Activities                                                                 |                       |
| Receipts from Customers and Users                                                                    | \$ 10,367,485         |
| Interfund Services Provided                                                                          | -                     |
| Payments to Suppliers                                                                                | (7,509,739)           |
| Payments to Employees                                                                                | (986,191)             |
|                                                                                                      | <u>1,871,555</u>      |
| Cash Flows from Capital and Related<br>Financing Activities                                          |                       |
| Purchase of Capital Assets                                                                           | (1,667,749)           |
| Principal Retirement                                                                                 | (358,713)             |
| Interest Expense                                                                                     | (153,805)             |
|                                                                                                      | <u>(2,180,267)</u>    |
| Cash Flows from Noncapital Financing Activities                                                      |                       |
| Transfers In                                                                                         | -                     |
| Transfers Out                                                                                        | (957,600)             |
|                                                                                                      | <u>(957,600)</u>      |
| Cash Flows from Investing Activities                                                                 |                       |
| Interest Income                                                                                      | 487,333               |
|                                                                                                      | <u>487,333</u>        |
| Net Change in Cash and Cash Equivalents                                                              | (778,979)             |
| Cash and Cash Equivalents - Beginning                                                                | 3,784,617             |
| Cash and Cash Equivalents - Ending                                                                   | <u>3,005,638</u>      |
| Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities               |                       |
| Operating Income                                                                                     | 1,419,995             |
| Adjustments to Reconcile Operating Income to Net Cash Provided by<br>(Used in) Operating Activities: |                       |
| Depreciation and Amortization Expense                                                                | 1,611,101             |
| Other Income (Expense)                                                                               | 40,075                |
| (Increase) Decrease in Current Assets                                                                | (610,625)             |
| Increase (Decrease) in Current Liabilities                                                           | (588,991)             |
| Net Cash Provided by Operating Activities                                                            | <u>1,871,555</u>      |
| Noncash Activity                                                                                     |                       |
| Capital Contributions                                                                                | <u>350,000</u>        |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

| Business-Type Activities - Enterprise |             |             | Governmental<br>Activities |
|---------------------------------------|-------------|-------------|----------------------------|
| Arboretum<br>Golf                     | Nonmajor    | Totals      | Internal<br>Service        |
| 1,053,637                             | 2,097,114   | 13,518,236  | -                          |
| -                                     | -           | -           | 5,382,783                  |
| (1,119,293)                           | (275,533)   | (8,904,565) | (4,461,219)                |
| (153,336)                             | (1,577,528) | (2,717,055) | (982,568)                  |
| (218,992)                             | 244,053     | 1,896,616   | (61,004)                   |
| -                                     | -           | (1,667,749) | -                          |
| -                                     | -           | (358,713)   | -                          |
| -                                     | -           | (153,805)   | -                          |
| -                                     | -           | (2,180,267) | -                          |
| 292,452                               | 158,960     | 451,412     | -                          |
| (10,000)                              | (670,600)   | (1,638,200) | (39,204)                   |
| 282,452                               | (511,640)   | (1,186,788) | (39,204)                   |
| -                                     | -           | 487,333     | -                          |
| 63,460                                | (267,587)   | (983,106)   | (100,208)                  |
| 871,254                               | 618,308     | 5,274,179   | 515,173                    |
| 934,714                               | 350,721     | 4,291,073   | 414,965                    |
| (653,013)                             | 105,862     | 872,844     | 39,204                     |
| 430,258                               | 86,449      | 2,127,808   | -                          |
| 2,844                                 | (29,662)    | 13,257      | -                          |
| 25,719                                | 24,322      | (560,584)   | 21,021                     |
| (24,800)                              | 57,082      | (556,709)   | (121,229)                  |
| (218,992)                             | 244,053     | 1,896,616   | (61,004)                   |
| -                                     | -           | 350,000     | -                          |

The notes to the financial statements are an integral part of this statement.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Fiduciary Net Position  
December 31, 2019

|                                      | Pension<br>Trust |
|--------------------------------------|------------------|
| <b>ASSETS</b>                        |                  |
| Cash and Cash Equivalents            | \$ 4,944,942     |
| Investments                          |                  |
| U.S. Treasury Obligations            | 9,857,531        |
| U.S. Agency Obligations              | 20,764,961       |
| Corporate Bonds                      | 14,418,610       |
| State and Local Obligations          | 2,696,749        |
| Mutual Funds                         | 50,576,526       |
| Equity Securities                    | 41,513,537       |
| Receivables - Net of Allowance       |                  |
| Accrued Interest                     | 278,646          |
| Prepays                              | 1,881            |
| Total Assets                         | 145,053,383      |
| <b>LIABILITIES</b>                   |                  |
| Accounts Payable                     | 117,925          |
| Due to Other Funds                   | 84,629           |
| Total Liabilities                    | 202,554          |
| <b>NET POSITION</b>                  |                  |
| Net Position Restricted for Pensions | 144,850,829      |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Statement of Changes in Fiduciary Net Position For the Fiscal Year Ended December 31, 2019

|                                      | Pension<br>Trust          |
|--------------------------------------|---------------------------|
| Additions                            |                           |
| Contributions - Employer             | \$ 4,814,984              |
| Contributions - Plan Members         | 1,202,565                 |
| Contributions - Other                | 83,945                    |
| Total Contributions                  | <u>6,101,494</u>          |
| Investment Earnings                  |                           |
| Interest Earned                      | 3,314,623                 |
| Net Change in Fair Value             | <u>21,317,678</u>         |
|                                      | 24,632,301                |
| Less Investment Expenses             | <u>(406,364)</u>          |
| Net Investment Income                | <u>24,225,937</u>         |
| Total Additions                      | <u>30,327,431</u>         |
| Deductions                           |                           |
| Administration                       | 164,431                   |
| Benefits and Refunds                 | <u>7,595,253</u>          |
| Total Deductions                     | <u>7,759,684</u>          |
| Change in Fiduciary Net Position     | 22,567,747                |
| Net Position Restricted for Pensions |                           |
| Beginning                            | <u>122,283,082</u>        |
| Ending                               | <u><u>144,850,829</u></u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

The notes to the financial statements are an integral part of this statement.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Notes to the Financial Statements December 31, 2019

#### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Buffalo Grove, Illinois (the Village) incorporated in 1958, is a home-rule municipality, under the 1970 Illinois Constitution, located in both Lake County, Illinois and Cook County, Illinois. The Village operates under a Council-Manager form of government and provides public safety (police and fire protection), sanitation (water and sewer), building and zoning, engineering, recreation, civil defense and overall administration.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

#### REPORTING ENTITY

The Village's financial reporting entity comprises the following:

|                     |                          |
|---------------------|--------------------------|
| Primary Government: | Village of Buffalo Grove |
|---------------------|--------------------------|

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus – an Amendment of GASB Statements No. 14 and No. 34," and includes all component units that have a significant operational or financial relationship with the Village. Based upon the criteria set forth in the GASB Statement No. 61, there are no component units included in the reporting entity.

#### Police Pension Employees Retirement System

The Village's sworn police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's President, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### REPORTING ENTITY – Continued

##### Firefighters' Pension Employees Retirement System

The Village's sworn firefighters participate in the Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of those employees and is governed by a five-member pension board, with two members appointed by the Village President, two elected from active participants of the Fund, and one elected from the retired members of the Fund. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining FPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the FPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's sworn firefighters. The FPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the FPERS.

#### BASIS OF PRESENTATION

##### Government-Wide Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The Village's police and fire safety, public works, and general administrative services are classified as governmental activities. The Village's water and sewerage, arboretum golf, Buffalo Grove golf, and refuse services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations. The Village's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, police and fire safety, public works, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) charges to customers or applicants who purchase, use, or directly benefit from foods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION – Continued

##### Government-Wide Statements – Continued

The net costs (by function or business-type activity) are normally covered by general revenue (property tax, sales tax, intergovernmental revenues, interest income, etc.).

The Village does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expense in the General Fund) to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

##### Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either have debt outstanding or a specific or community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION – Continued

#### Fund Financial Statements – Continued

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

#### Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

*General Fund* is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

*Special Revenue Funds* are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains two nonmajor special revenue funds.

*Debt Service Funds* are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Debt Service Fund is treated as a nonmajor fund.

*Capital Projects Funds* are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Facilities Development Fund, a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's capital facilities. The Street Maintenance Fund, also a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's roadways.

#### Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION – Continued

#### Fund Financial Statements – Continued

#### Proprietary Funds – Continued

*Enterprise Funds* are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains four enterprise funds. The Water and Sewerage Fund, a major fund, is used to account for the revenue and expenses related to the operation of the water and sewerage system. The Arboretum Golf Fund, also a major fund, is used to account for the revenues and expenses related to the operation of the golf course.

*Internal Service Funds* are used to account for the financing of goods or services provided by an activity to other departments, funds or component units of the Village on a cost-reimbursement basis. The Village maintains three internal services funds. The Information Technology Fund is used to account for all costs associated with providing technology services to all departments for the operation of the Village. The Central Garage Fund is used to account for the activity necessary to operate and maintain the Village's automotive fleet. User departments are charged a proportionate share determined by the number and types of vehicles in each department. The Building Maintenance Fund is used to account for providing a clean, healthy, and safe working environment in Village facilities, meeting areas and public areas.

The Village's internal service funds are presented in the proprietary fund financial statements. Because the principal users of the internal services are the Village's governmental activities, the financial statements of the internal service funds are consolidated into the governmental column when presented in the government-wide financial statements. To the extent possible, the cost of these services is reported in the appropriate functional activity (general government, police and fire safety, public works, etc.).

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### BASIS OF PRESENTATION – Continued

#### Fund Financial Statements – Continued

#### Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or custodial capacity for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

*Pension Trust Funds* are used to account for assets held in a trustee capacity for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's police force. The Firefighters' Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's Fire Department.

The Village's pension trust funds are presented in the fiduciary fund financial statements. Since by definition these assets are being held for the benefit of a third party (pension participants) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

### MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

#### Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

##### Measurement Focus – Continued

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

##### Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70. A sixty-day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, franchise taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

##### Basis of Accounting – Continued

All proprietary and pension trust funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Village's enterprise funds and of the Village's internal service funds are charges to customers for sales and services. The Village also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

#### ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

##### Cash and Investments

For the purpose of the Statement of Net Position, cash and cash equivalents are considered to be cash on hand, demand deposits, and cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

##### Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, franchise taxes, and grants. Business-type activities report charges for services as their major receivables.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

##### Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Internal service fund services provided and used are not eliminated in the process of consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

##### Prepays/Inventories

Prepays/inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements. The costs of governmental fund-type prepaids/inventories are recorded as expenditures when consumed rather than when purchased.

##### Capital Assets

Capital assets purchased or acquired with an original cost of \$10,000 or more (depending on asset class) are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized. Infrastructure such as streets, traffic signals and signs are capitalized. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are recorded at acquisition value on the date donated.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

##### Capital Assets – Continued

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

|                        |              |
|------------------------|--------------|
| Buildings              | 20 Years     |
| Equipment and Vehicles | 2 – 10 Years |
| Land Improvements      | 5 – 50 Years |
| Streets                | 5 – 50 Years |
| Storm Sewers           | 5 – 50 Years |
| Infrastructure         | 5 – 50 Years |

##### Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents an acquisition/reduction of net position that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

##### Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement.

All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

##### Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

##### Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted – All other net position balances that do not meet the definition of “restricted” or “net investment in capital assets.”

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Notes to the Financial Statements December 31, 2019

#### NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

##### BUDGETARY INFORMATION

The budget data included in the financial statements represent the Village's program budget and the appropriations represent the Village's legal expenditure limit. Budgets are adopted for the General, Special Revenue, Debt Service, Capital Projects, Proprietary, Pension Trust Funds and Internal Service Funds. All governmental fund-type budgets, pension trust fund-type budgets and internal service fund-type budgets are adopted on a basis consistent with GAAP. Proprietary Funds are adopted on a basis other than GAAP in that depreciation expense, income from the joint venture, and contributions from developers are not budgeted, and principal payments on long-term debt (if any) are budgeted.

The Village Board of Trustees follows these procedures in establishing the budgetary and appropriations data reflected in the financial statements:

1. The Village Manager submits to the Board a proposed program budget for the fiscal year commencing January 1. The program budget includes proposed expenditures and the means of financing them.
2. Appropriation ordinance public hearings are conducted by the Village to obtain taxpayer comments, and the ordinance is subsequently adopted by the Board.
3. The program budget is legally enacted through a resolution adopted by the Board.
4. Any expenditures that exceed the total appropriations at the fund level must be approved by the Board of Trustees.

The Village Manager is authorized to transfer budgeted amounts between departments within any fund. However, any modifications to the legally adopted appropriation ordinance may not exceed expenditure limits, at the fund level, mandated by the appropriation ordinance without approval by the Board.

Appropriations, which are not expended by year-end, lapse and must be re-appropriated in the following year for the expenditure to be made. The Village does not employ the encumbrance method of accounting to reserve net position for subsequent year expenditures.



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

#### EXCESS OF ACTUAL EXPENDITURES/EXPENSES OVER BUDGET IN INDIVIDUAL FUND

The following fund had an excess of actual expenditures/expenses, exclusive of depreciation, over budget as of the date of this report:

| Fund                   | Excess     |
|------------------------|------------|
| Facilities Development | \$ 234,389 |
| Street Maintenance     | 1,594,384  |
| Refuse Service         | 35,849     |
| Central Garage         | 618,826    |
| Police Pension         | 105,016    |
| Firefighters' Pension  | 433,211    |

### NOTE 3 – DETAIL NOTES ON ALL FUNDS

#### DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds except the pension trust funds. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

Permitted Deposits and Investments – Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, Illinois Funds and the Illinois Metropolitan Investment Fund.

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. Illinois Funds is not registered with the SEC as an investment company. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

The Illinois Metropolitan Investment Fund (IMET) is a non-for-profit investment trust formed pursuant to the Illinois Municipal Code. IMET is managed by a Board of Trustees elected from the participating members. IMET is not registered with the SEC as an Investment Company. Investments in IMET are valued at the share price, the price for which the investment could be sold.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Notes to the Financial Statements December 31, 2019

#### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

##### DEPOSITS AND INVESTMENTS – Continued

The deposits and investments of the Pension Funds are held separately from those of other Village funds. Statutes authorize the Pension Fund to make deposits/invest in interest bearing direct obligations of the United States of America; obligations that are fully guaranteed or insured as to the payment of principal and interest by the United States of America; bonds, notes, debentures, or similar obligations of agencies of the United States of America; savings accounts or certificates of deposit issued by banks or savings and loan associations chartered by the United States of America or by the State of Illinois, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; credit unions, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; State of Illinois bonds; pooled accounts managed by the Illinois Funds Market Fund (formerly known as IPTIP, Illinois Public Treasurer's Investment Pool), or by banks, their subsidiaries or holding companies, in accordance with the laws of the State of Illinois; bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois; direct obligations of the State of Israel; money market mutual funds managed by investment companies that are registered under the Federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies, provided the portfolio is limited to specified restrictions; general accounts of life insurance companies; and separate accounts of life insurance companies and mutual funds, the mutual funds must meet specific restrictions, provided the investment in separate accounts and mutual funds does not exceed ten percent of the Pension Fund's plan net position; and corporate bonds managed through an investment advisor, rated as investment grade by one of the two largest rating services at the time of purchase. Pension Funds with plan net position of \$2.5 million or more may invest up to forty-five percent of plan net position in separate accounts of life insurance companies and mutual funds. Pension Funds with plan net position of at least \$5 million that have appointed an investment advisor, may through that investment advisor invest up to forty-five percent of the plan net position in common and preferred stocks that meet specific restrictions. In addition, Pension Funds with plan net position of at least \$10 million that have appointed an investment advisor, may invest up to fifty percent of its net position in common and preferred stocks and mutual funds that meet specific restrictions effective July 1, 2011 and up to fifty-five percent effective July 1, 2012.

##### Village – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

*Deposits.* At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$8,038,673 and the bank balances totaled \$9,574,984.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### Village – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

*Investments.* The Village has the following investment fair values and maturities:

| Investment Type           | Fair Value        | Investment Maturities (in Years) |                  |          |              |
|---------------------------|-------------------|----------------------------------|------------------|----------|--------------|
|                           |                   | Less Than 1                      | 1 to 5           | 6 to 10  | More Than 10 |
| U.S. Treasury Obligations | \$ 2,055,503      | 1,138,015                        | 917,488          | -        | -            |
| U.S. Agency Obligations   | 1,018,824         | -                                | 1,018,824        | -        | -            |
| Illinois Funds            | 12,169,710        | 12,169,710                       | -                | -        | -            |
| IMET                      | 7,651,122         | 7,651,122                        | -                | -        | -            |
|                           | <u>22,895,159</u> | <u>20,958,847</u>                | <u>1,936,312</u> | <u>-</u> | <u>-</u>     |

The Village has the following recurring fair value measurements as of December 31, 2019:

|                                                   | Totals            | Fair Value Measurements Using                                  |                                               |                                           |
|---------------------------------------------------|-------------------|----------------------------------------------------------------|-----------------------------------------------|-------------------------------------------|
|                                                   |                   | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) |
| Investments by Fair Value Level                   |                   |                                                                |                                               |                                           |
| Debt Securities                                   |                   |                                                                |                                               |                                           |
| U.S. Treasury Obligations                         | \$ 2,055,503      | 2,055,503                                                      | -                                             | -                                         |
| U.S. Agency Obligations                           | 1,018,824         | -                                                              | 1,018,824                                     | -                                         |
| Total Investments by Fair Value Level             | <u>3,074,327</u>  | <u>2,055,503</u>                                               | <u>1,018,824</u>                              | <u>-</u>                                  |
| Investments Measured at the Net Asset Value (NAV) |                   |                                                                |                                               |                                           |
| Illinois Funds                                    | 12,169,710        |                                                                |                                               |                                           |
| IMET                                              | <u>7,651,122</u>  |                                                                |                                               |                                           |
| Total Investments at the (NAV)                    | <u>19,820,832</u> |                                                                |                                               |                                           |
| Total Investments Measured at Fair Value          | <u>22,895,159</u> |                                                                |                                               |                                           |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### Village – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

*Investments - Continued.* Debt Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

*Interest Rate Risk.* Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy protects against fair value losses resulting from rising interest rates by diversifying its investment portfolio to prevent over-concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. The Village does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

*Credit Risk.* Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The Village's investment policy applies the "prudent person" standard in managing its investment portfolio. As such, all investments are made with such judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The Village's investment policy also limits investments in commercial paper to the highest rating classifications, as established by at least two of the four major rating services, and which mature not later than 180 days from the purchase date. Such purchases may not exceed 10% of the issuer corporation's outstanding obligations. At year-end, the Village's investment in the Illinois Funds was rated AAAm by Standard & Poor's. The Illinois Metropolitan Investment Trust Convenience Fund is not rated. The ratings on the Village's investments in the U.S. agency obligations are not available.

*Custodial Credit Risk.* In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### Village – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

*Custodial Credit Risk – Continued.* If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Village to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Village's name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral. The Village's investments in the Illinois Funds and the IMET Fund are not subject to custodial credit risk.

*Concentration Risk.* This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village limits the amount that can be invested in commercial paper to one-third of the Village's total investments. At year-end, the Village does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

#### Police Pension Fund – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

*Deposits.* At year-end, the carrying amount of the Fund's deposits totaled \$4,170,468 and the bank balances totaled \$4,168,241.

*Investments.* The Fund has the following investment fair values and maturities:

| Investment Type           | Fair Value   | Investment Maturities (in Years) |           |           |              |
|---------------------------|--------------|----------------------------------|-----------|-----------|--------------|
|                           |              | Less Than 1                      | 1 to 5    | 6 to 10   | More Than 10 |
| U.S. Treasury Obligations | \$ 7,526,304 | 4,243,596                        | 263,039   | 1,558,857 | 1,460,812    |
| U.S. Agency Obligations   | 4,168,396    | 344,800                          | 2,079,782 | 499,717   | 1,244,097    |
| Corporate Bonds           | 10,935,647   | 500,867                          | 7,200,262 | 2,544,735 | 689,783      |
|                           | 22,630,347   | 5,089,263                        | 9,543,083 | 4,603,309 | 3,394,692    |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### Police Pension Fund – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

The Fund has the following recurring fair value measurements as of December 31, 2019:

| Investments by Fair Value Level             | Totals       | Fair Value Measurements Using                                                    |                                                           |                                                    |
|---------------------------------------------|--------------|----------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------|
|                                             |              | Quoted<br>Prices<br>in Active<br>Markets for<br>Identical<br>Assets<br>(Level 1) | Significant<br>Other<br>Observable<br>Inputs<br>(Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) |
| Debt Securities                             |              |                                                                                  |                                                           |                                                    |
| U.S. Treasury Obligations                   | \$ 7,526,304 | 7,526,304                                                                        | -                                                         | -                                                  |
| U.S. Agency Obligations                     | 4,168,396    | -                                                                                | 4,168,396                                                 | -                                                  |
| Corporate Bonds                             | 10,935,647   | -                                                                                | 10,935,647                                                | -                                                  |
| Equity Securities                           |              |                                                                                  |                                                           |                                                    |
| Mutual Funds                                | 8,538,641    | 8,538,641                                                                        | -                                                         | -                                                  |
| Equity Securities                           | 41,513,537   | 41,513,537                                                                       | -                                                         | -                                                  |
| Total Investments Measured<br>at Fair Value | 72,682,525   | 57,578,482                                                                       | 15,104,043                                                | -                                                  |

Debt Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

*Interest Rate Risk.* The Fund's investment policy protects against fair value losses resulting from rising interest rates by diversifying its investment portfolio to prevent over-concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. The Fund does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### **Police Pension Fund – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued**

*Credit Risk.* The Fund’s investment policy applies the “prudent person” standard in managing its investment portfolio. As such, all investments are made with such judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The Fund’s investment policy also limits investments in commercial paper to the highest rating classifications, as established by at least two of the four major rating services, and which mature not later than 180 days from the purchase date. Such purchases may not exceed 10% of the issuer corporation’s outstanding obligations. At year-end, the Fund’s investments in U.S. agency obligations were not rated and investments in corporate bonds were rated Baal to A1 by Moody’s.

*Custodial Credit Risk.* The Fund’s investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Fund will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Fund to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Fund’s name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral.

*Concentration Risk.* The Fund limits the amount that can be invested in commercial paper to one-third of the Fund’s total investments. In addition to the securities and fair values listed above, the Fund also has \$8,538,641 invested in mutual funds and \$41,513,537 invested in equity securities. At year-end, the Fund does not have any investments over 5 percent of net plan assets available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### Police Pension Fund – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

*Concentration Risk – Continued.* The Fund's investment policy in accordance with Illinois Compiled Statutes (ILCS) establishes the following target allocation across asset classes:

| Asset Class                 | Target | Long-Term<br>Expected Real<br>Rate of Return |
|-----------------------------|--------|----------------------------------------------|
| Fixed Income                | 33.00% | 1.25% - 3.50%                                |
| Large Cap Domestic Equities | 52.00% | 3.25%                                        |
| Small Cap Domestic Equities | 5.00%  | 4.00%                                        |
| International Equities      | 5.00%  | 4.75%                                        |
| Real Estate                 | 3.00%  | 4.25%                                        |
| Cash and Cash Equivalents   | 2.00%  | 0.00%                                        |

Illinois Compiled Statutes (ILCS) limit the Fund's investments in equities, mutual funds and variable annuities to 65%. Securities in any one company should not exceed 5% of the total fund.

The long-term expected rate of return on the Fund's investments was determined using an asset allocation study conducted by the Fund's investment management consultant in January of 2020 in which best-estimate ranges of expected future real rates of return (net of pension plan investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding the expected inflation. Best estimates or arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2019, are listed in the table above.

#### Rate of Return

For the year ended December 31, 2019, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 20.58%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### Firefighters' Pension Fund – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

*Deposits.* At year-end, the carrying amount of the Fund's deposits totaled \$774,474 and the bank balances totaled \$763,346.

*Investments.* The Fund has the following investment fair values and maturities:

| Investment Type             | Fair Value        | Investment Maturities (in Years) |                  |                   |                |
|-----------------------------|-------------------|----------------------------------|------------------|-------------------|----------------|
|                             |                   | Less Than 1                      | 1 to 5           | 6 to 10           | More Than 10   |
| U.S. Treasury Obligations   | \$ 2,331,227      | 754,516                          | 1,149,555        | 427,156           | -              |
| U.S. Agency Obligations     | 16,596,565        | -                                | 3,998,750        | 12,597,815        | -              |
| Corporate Bonds             | 3,482,963         | 250,860                          | 206,120          | 3,025,983         | -              |
| State and Local Obligations | 2,696,749         | 202,181                          | 1,352,521        | 917,108           | 224,939        |
|                             | <u>25,107,504</u> | <u>1,207,557</u>                 | <u>6,706,946</u> | <u>16,968,062</u> | <u>224,939</u> |

The Fund has the following recurring fair value measurements as of December 31, 2019:

| Investments by Fair Value Level          | Totals            | Fair Value Measurements Using                                  |                                               |                                           |
|------------------------------------------|-------------------|----------------------------------------------------------------|-----------------------------------------------|-------------------------------------------|
|                                          |                   | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) |
| Debt Securities                          |                   |                                                                |                                               |                                           |
| U.S. Treasury Obligations                | \$ 2,331,227      | 2,331,227                                                      | -                                             | -                                         |
| U.S. Agency Obligations                  | 16,596,565        | -                                                              | 16,596,565                                    | -                                         |
| Corporate Bonds                          | 3,482,963         | -                                                              | 3,482,963                                     | -                                         |
| State and Local Obligations              | 2,696,749         | -                                                              | 2,696,749                                     | -                                         |
| Equity Securities                        |                   |                                                                |                                               |                                           |
| Mutual Funds                             | 42,037,885        | 42,037,885                                                     | -                                             | -                                         |
| Total Investments Measured at Fair Value | <u>67,145,389</u> | <u>44,369,112</u>                                              | <u>22,776,277</u>                             | <u>-</u>                                  |

Debt Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### **Firefighters' Pension Fund – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued**

*Interest Rate Risk.* The Fund's investment policy protects against fair value losses resulting from rising interest rates by diversifying its investment portfolio to prevent over-concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. The Fund does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

*Credit Risk.* The Fund's investment policy applies the "prudent person" standard in managing its investment portfolio. As such, all investments are made with such judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The Fund's investment policy also limits investments in commercial paper to the highest rating classifications, as established by at least two of the four major rating services, and which mature not later than 180 days from the purchase date. Such purchases may not exceed 10% of the issuer corporation's outstanding obligations. At year-end, the Fund's investments in U.S. agency obligations and corporate bonds were not rated and investments in state and local obligations were not rated or rated Aaa to Aaa by Moody's.

*Custodial Credit Risk.* The Fund's investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Fund will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Fund to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Fund's name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### DEPOSITS AND INVESTMENTS – Continued

#### Firefighters' Pension Fund – Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

*Concentration Risk.* The Fund limits the amount that can be invested in commercial paper to one-third of the Fund's total investments. In addition to the securities and fair values listed above, the Fund also has \$42,037,885 invested in mutual funds. At year-end, the Fund does not have any investments over 5 percent of net plan assets available for retirement benefits (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

The Fund's investment policy in accordance with Illinois Compiled Statutes (ILCS) establishes the following target allocation across asset classes:

| Asset Class                 | Target | Long-Term<br>Expected Real<br>Rate of Return |
|-----------------------------|--------|----------------------------------------------|
| Fixed Income                | 40.00% | 1.30%                                        |
| Large Cap Domestic Equities | 42.00% | 6.10%                                        |
| Small Cap Domestic Equities | 12.00% | 7.90%                                        |
| International Equities      | 6.00%  | 6.80%                                        |
| Cash and Cash Equivalents   | 0.00%  | 0.00%                                        |

Illinois Compiled Statutes (ILCS) limit the Fund's investments in equities, mutual funds and variable annuities to 65%. Securities in any one company should not exceed 5% of the total fund.

The long-term expected rate of return on the Fund's investments was determined using an asset allocation study conducted by the Fund's investment management consultant in January of 2020 in which best-estimate ranges of expected future real rates of return (net of pension plan investment expense and inflation) were developed for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding the expected inflation. Best estimates or arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2019, are listed in the table above.

#### Rate of Return

For the year ended December 31, 2019, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 19.23%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### PROPERTY TAXES

Property taxes for 2018 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by Lake County and are payable in two installments, on or about July 1 and September 1 during the following year. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 1% of the tax levy to reflect actual collection experience.

#### INTERFUND BALANCES

Interfund balances are advances in anticipation of receipts to cover temporary cash shortages. The composition of interfund balances as of the date of this report, is as follows:

| Receivable Fund | Payable Fund          | Amount         |
|-----------------|-----------------------|----------------|
| General         | Nonmajor Governmental | \$ 25,403      |
| General         | Police Pension        | 84,629         |
|                 |                       | <u>110,032</u> |

#### INTERFUND TRANSFERS

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Interfund transfers for the year consisted of the following:

| Transfer In            | Transfer Out           | Amount           |
|------------------------|------------------------|------------------|
| General                | Nonmajor Governmental  | \$ 12,000 (3)    |
| General                | Water and Sewerage     | 777,600 (3)      |
| General                | Arboretum Golf         | 10,000 (3)       |
| General                | Nonmajor Business-Type | 170,600 (3)      |
| General                | Central Garage         | 5,075 (3)        |
| General                | Building Maintenance   | 4,920 (3)        |
| General                | Central Garage         | 17,192 (1)       |
| General                | Building Maintenance   | 12,017 (1)       |
| Facilities Development | General                | 1,011,593 (1)    |
| Street Maintenance     | General                | 2,696,703 (1)    |
| Nonmajor Governmental  | Water and Sewerage     | 180,000 (2)      |
| Nonmajor Governmental  | Nonmajor Business-Type | 500,000 (2)      |
| Arboretum Golf         | General                | 292,452 (1)      |
| Nonmajor Business-Type | General                | 158,960 (1)      |
|                        |                        | <u>5,849,112</u> |

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements  
December 31, 2019

## NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

## CAPITAL ASSETS

## Governmental Activities

Governmental capital asset activity for the year was as follows:

|                                | Beginning<br>Balances | Increases          | Decreases      | Ending<br>Balances |
|--------------------------------|-----------------------|--------------------|----------------|--------------------|
| Nondepreciable Capital Assets  |                       |                    |                |                    |
| Land                           | \$ 38,160,179         | -                  | -              | 38,160,179         |
| Construction in Progress       | 62,489                | 1,581,460          | 62,489         | 1,581,460          |
|                                | <u>38,222,668</u>     | <u>1,581,460</u>   | <u>62,489</u>  | <u>39,741,639</u>  |
| Depreciable Capital Assets     |                       |                    |                |                    |
| Buildings                      | 25,457,425            | 52,427             | -              | 25,509,852         |
| Equipment and Vehicles         | 12,984,752            | 677,554            | 319,853        | 13,342,453         |
| Land Improvements              | 3,242,060             | -                  | -              | 3,242,060          |
| Streets                        | 23,782,059            | 62,489             | -              | 23,844,548         |
| Storm Sewers                   | 38,470,478            | -                  | -              | 38,470,478         |
|                                | <u>103,936,774</u>    | <u>792,470</u>     | <u>319,853</u> | <u>104,409,391</u> |
| Less Accumulated Depreciation  |                       |                    |                |                    |
| Buildings                      | 21,545,984            | 410,859            | -              | 21,956,843         |
| Equipment and Vehicles         | 7,249,896             | 914,221            | 309,237        | 7,854,880          |
| Land Improvements              | 536,537               | 64,845             | -              | 601,382            |
| Streets                        | 13,811,682            | 435,343            | -              | 14,247,025         |
| Storm Sewers                   | 36,678,246            | 229,356            | -              | 36,907,602         |
|                                | <u>79,822,345</u>     | <u>2,054,624</u>   | <u>309,237</u> | <u>81,567,732</u>  |
| Net Depreciable Capital Assets | <u>24,114,429</u>     | <u>(1,262,154)</u> | <u>10,616</u>  | <u>22,841,659</u>  |
| Net Capital Assets             | <u>62,337,097</u>     | <u>319,306</u>     | <u>73,105</u>  | <u>62,583,298</u>  |

Depreciation expense was charged to governmental activities as follows:

|                    |                  |
|--------------------|------------------|
| General Government | \$ 129,916       |
| Public Safety      | 330,725          |
| Public Works       | <u>1,593,983</u> |
|                    | <u>2,054,624</u> |

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements  
December 31, 2019

## NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

## CAPITAL ASSETS – Continued

## Business-Type Activities

Business-type capital asset activity for the year was as follows:

|                                | Beginning<br>Balances | Increases | Decreases | Ending<br>Balances |
|--------------------------------|-----------------------|-----------|-----------|--------------------|
| Nondepreciable Capital Assets  |                       |           |           |                    |
| Land                           | \$ 6,198,514          | -         | -         | 6,198,514          |
| Depreciable Capital Assets     |                       |           |           |                    |
| Buildings                      | 11,170,610            | -         | -         | 11,170,610         |
| Equipment and Vehicles         | 89,960                | -         | -         | 89,960             |
| Land Improvements              | 1,966,485             | -         | -         | 1,966,485          |
| Infrastructure                 | 74,810,803            | 2,017,749 | -         | 76,828,552         |
|                                | 88,037,858            | 2,017,749 | -         | 90,055,607         |
| Less Accumulated Depreciation  |                       |           |           |                    |
| Buildings                      | 9,641,563             | 514,726   | -         | 10,156,289         |
| Equipment and Vehicles         | 70,480                | 1,981     | -         | 72,461             |
| Land Improvements              | 1,966,485             | -         | -         | 1,966,485          |
| Infrastructure                 | 39,054,447            | 1,611,101 | -         | 40,665,548         |
|                                | 50,732,975            | 2,127,808 | -         | 52,860,783         |
| Net Depreciable Capital Assets | 37,304,883            | (110,059) | -         | 37,194,824         |
| Net Capital Assets             | 43,503,397            | (110,059) | -         | 43,393,338         |

Depreciation expense was charged to business-type activities as follows:

|                    |                  |
|--------------------|------------------|
| Water and Sewerage | \$ 1,611,101     |
| Arboretum Golf     | 430,258          |
| Buffalo Grove Golf | 86,449           |
|                    | <u>2,127,808</u> |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### LONG-TERM DEBT

##### General Obligation Bonds

The Village issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the Village. General obligation bonds currently outstanding are as follows:

| Issue                                                                                                                                                                     | Fund Debt<br>Retired by | Beginning<br>Balances | Issuances | Retirements            | Ending<br>Balances |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|-----------|------------------------|--------------------|
| \$5,160,000 General Obligation Refunding Bonds of 2010A - Due in annual installments of \$325,000 to \$620,000 plus interest at 2.00% to 4.00% through December 30, 2020. | Debt<br>Service         | \$ 765,000            | -         | 370,000                | 395,000            |
| \$2,600,000 General Obligation Bonds of 2010B - Due in annual installments of \$180,000 to \$260,000 plus interest at 2.50% to 3.85% through December 30, 2025.           | Debt<br>Service         | 1,640,000             | -         | 1,430,000 *<br>210,000 | -                  |
| \$6,000,000 General Obligation Bonds of 2012 - Due in annual installments of \$100,000 to \$750,000 plus interest at 2.00% to 2.75% through June 30, 2030.                | Debt<br>Service         | 5,900,000             | -         | 100,000                | 5,800,000          |
| \$6,125,000 General Obligation Bonds of 2016 - Due in annual installments of \$300,000 to \$730,000 plus interest at 2.00% to 3.00% through December 30, 2031.            | Debt<br>Service         | 4,745,000             | -         | 530,000                | 4,215,000          |
| \$1,449,275 General Obligation Refunding Bonds of 2019 - Due in annual installments of \$234,030 to \$251,180 plus interest at 1.40% to 1.80% through December 30, 2025.  | Debt<br>Service         | -                     | 1,449,275 | -                      | 1,449,275          |
|                                                                                                                                                                           |                         | 13,050,000            | 1,449,275 | 2,640,000              | 11,859,275         |

\* Refunded

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### LONG-TERM DEBT – Continued

##### IEPA Loans Payable

The Village has entered into loan agreements with the IEPA to provide low interest financing for pump station improvements. IEPA loans currently outstanding are as follows:

| Issue                                                                                                                                                                           | Fund Debt<br>Retired by | Beginning<br>Balances | Issuances | Retirements | Ending<br>Balances |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|-----------|-------------|--------------------|
| \$6,638,399 IEPA Loan Payable of 2013 - Pump Stations Improvements - Due in semi-annual installments of \$6,788 to \$12,916, plus interest at 2.295%, through December 1, 2033. | Water and Sewerage      | \$ 329,993            | -         | 18,661      | 311,332            |

##### Installment Contract Payable

The Village also issues installment contracts payable to provide funds for the purchase of capital assets. Installment contracts currently outstanding are as follows:

| Issue                                                                                                                                               | Fund Debt<br>Retired by | Beginning<br>Balances | Issuances | Retirements | Ending<br>Balances |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|-----------|-------------|--------------------|
| Installment Note Payable dated March 27, 2015, due in quarterly installments of \$21,449 to \$227,680, plus interest at 2.35% through June 1, 2029. | Water and Sewerage      | \$ 6,341,869          | -         | 340,052     | 6,001,817          |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS

#### LONG-TERM DEBT – Continued

#### Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

| Type of Debt                          | Beginning<br>Balances<br>as Restated | Additions         | Deductions        | Ending<br>Balances | Amounts<br>Due within<br>One Year |
|---------------------------------------|--------------------------------------|-------------------|-------------------|--------------------|-----------------------------------|
| <b>Governmental Activities</b>        |                                      |                   |                   |                    |                                   |
| Compensated Absences                  | \$ 1,763,662                         | 236,508           | 118,254           | 1,881,916          | 376,383                           |
| Net Pension Liability - IMRF          |                                      |                   |                   |                    |                                   |
| Governmental Activities               | 2,810,347                            | 7,090,380         | -                 | 9,900,727          | -                                 |
| Net Pension Liability - Police        | 34,601,965                           | -                 | 5,016,735         | 29,585,230         | -                                 |
| Net Pension Liability - Firefighters' | 21,913,076                           | -                 | 3,592,383         | 18,320,693         | -                                 |
| Total OPEB Liability - RBP            | 8,492,912                            | 2,265,032         | -                 | 10,757,944         | -                                 |
| General Obligation Bonds              | 13,050,000                           | 1,449,275         | 2,640,000         | 11,859,275         | 1,299,030                         |
| Plus: Unamortized Premium             | 193,707                              | -                 | 116,955           | 76,752             | -                                 |
|                                       | <u>82,825,669</u>                    | <u>11,041,195</u> | <u>11,484,327</u> | <u>82,382,537</u>  | <u>1,675,413</u>                  |
| <b>Business-Type Activities</b>       |                                      |                   |                   |                    |                                   |
| Compensated Absences                  | 65,377                               | 73,189            | 36,595            | 101,971            | 20,394                            |
| Net Pension Liability - IMRF          | 451,109                              | 1,115,820         | -                 | 1,566,929          | -                                 |
| Total OPEB Liability - RBP            | 513,199                              | 108,671           | -                 | 621,870            | -                                 |
| IEPA Loans Payable                    | 329,993                              | -                 | 18,661            | 311,332            | 19,092                            |
| Installment Note Payable              | 6,341,869                            | -                 | 340,052           | 6,001,817          | 386,802                           |
|                                       | <u>7,701,547</u>                     | <u>1,297,680</u>  | <u>395,308</u>    | <u>8,603,919</u>   | <u>426,288</u>                    |

For the governmental activities, payments on the compensated absences, the net pension liabilities and the total OPEB liability are made by the General Fund. Payments on general obligation bonds are being liquidated by the Debt Service Fund.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### LONG-TERM DEBT – Continued

#### Long-Term Liability Activity – Continued

Additionally, for the business-type activities, the compensated absences are being liquidated by the Water and Sewerage Fund and the Buffalo Grove Golf Fund. The net pension liability is being liquidated by the Water and Sewerage Fund, the Arboretum Golf Fund and the Buffalo Grove Golf Fund. The total OPEB liability is being liquidated by the Water and Sewerage Fund and Buffalo Grove Golf Fund. The IEPA Loans Payable and Installment Note Payable are being liquidated by the Water and Sewerage Fund.

#### Debt Service Requirements to Maturity

The annual debt service requirements to maturity, including principal and interest, are as follows:

| Fiscal<br>Year | Governmental Activities |           | Business-Type Activities |          |              |           |
|----------------|-------------------------|-----------|--------------------------|----------|--------------|-----------|
|                | General Obligation      |           | IEPA                     |          | Installment  |           |
|                | Bonds                   |           | Loan Payable             |          | Note Payable |           |
|                | Principal               | Interest  | Principal                | Interest | Principal    | Interest  |
| 2020           | \$ 1,299,030            | 268,029   | 19,092                   | 7,036    | 386,802      | 137,921   |
| 2021           | 950,445                 | 234,714   | 19,532                   | 6,596    | 436,970      | 128,372   |
| 2022           | 970,990                 | 216,882   | 19,983                   | 6,145    | 490,763      | 117,611   |
| 2023           | 991,265                 | 198,546   | 20,444                   | 5,684    | 548,394      | 105,549   |
| 2024           | 1,011,365               | 179,566   | 20,916                   | 5,212    | 610,091      | 92,095    |
| 2025           | 1,046,180               | 160,076   | 21,399                   | 4,729    | 676,096      | 77,149    |
| 2026           | 980,000                 | 139,069   | 21,893                   | 4,235    | 746,659      | 60,610    |
| 2027           | 985,000                 | 117,844   | 22,398                   | 3,730    | 822,046      | 42,367    |
| 2028           | 1,045,000               | 95,288    | 22,915                   | 3,213    | 902,537      | 22,304    |
| 2029           | 1,100,000               | 70,025    | 23,444                   | 2,684    | 381,459      | 337,058   |
| 2030           | 1,110,000               | 42,525    | 23,985                   | 2,143    | -            | -         |
| 2031           | 370,000                 | 11,100    | 24,539                   | 1,589    | -            | -         |
| 2032           | -                       | -         | 25,105                   | 1,023    | -            | -         |
| 2033           | -                       | -         | 25,687                   | 441      | -            | -         |
| Totals         | 11,859,275              | 1,733,664 | 311,332                  | 54,460   | 6,001,817    | 1,121,036 |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### LONG-TERM DEBT – Continued

##### Operating Leases

The Village has commitments with non-Village entities to lease certain property. Future minimum rental commitments are as follows:

| Fiscal<br>Year | Total<br>Lease<br>Payments |
|----------------|----------------------------|
| 2020           | \$ 130,904                 |
| 2021           | 133,522                    |
| 2022           | 136,193                    |
| 2023           | 138,917                    |
| 2024           | 141,695                    |
| 2025           | 144,529                    |
|                | 825,760                    |

##### Legal Debt Margin

Article VII, Section 6(k) of the 1970 Illinois Constitution governs the computation of legal debt margin. “The General Assembly may limit by law the amount and require referendum approval of debt to the incurred by home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.” To date the Illinois General Assembly has set no limits for home rule municipalities. The Village is a home rule municipality.

##### Defeased Debt

On December 17, 2019, the Village issued \$1,449,275 par value General Obligation Refunding Bonds, Series 2019 to refund \$1,430,000 of the General Obligation Bonds, Series 2010B. The Village defeased bonds by placing the proceeds of the new bonds in an irrevocable trust to provide for all future debt service payment of the old bonds. Since the requirements that normally satisfy defeasance have been met, the financial statements reflect satisfaction of the original liability through the irrevocable transfer to an escrow agent of an amount computed to be adequate to meet the future debt service requirements of the issue. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the government’s basic financial statements. Through this refunding, the Village reduced its total debt service by \$85,858 and obtained an economic gain of \$80,452.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### TAX ABATEMENTS

The Village has entered into a tax abatement agreement with Woodman's Food Market, Inc. as an incentive to stimulate economic development. The abatement is authorized through a Development Agreement passed by the Village Board in Ordinance 2016-067 on December 19, 2018. Woodman's will be financially responsible for constructing all necessary offsite roadway and intersection improvements as required by the Village, County, or State along the public roadways along the perimeter of the property. The offsite improvements are estimated to be \$4,000,000. The Village will reimburse Woodman's an amount not to exceed \$4,000,000 for the roadway improvements and an additional payment of \$3,000,000 for a combined total of \$7,000,000. In order to promote and assist Woodman's with the project, the Village agrees to share certain sales tax received that corresponds to the new sales tax revenue generated from the retail sales of the project. The sales tax allowable is limited to the sales tax associated with grocery, general merchandise, and products only. Woodman's must acquire or otherwise be authorized to use the premise in Buffalo Grove, construct and operate the business, and construct the offsite roadway improvements to be eligible for the incentives. The Village's incentive payments for the year ended December 31, 2019 were \$467,656.

The Village has entered into a tax abatement agreement with Edward Hines Lumber Co. as an incentive to stimulate economic development. The abatement is authorized through Village Ordinance 2000-67 on November 20, 2000 and has since been amended with Village Ordinance 2003-18 on March 3, 2003 and Ordinance 2009-47 on August 3 2009. Edward Hines Lumber Co. shall maintain a single order-acceptance point policy for all credit sales and shall not relocate the single order-acceptance point outside of the Village unless it violates or contravenes any state or federal law or court decision/determination. The Village will remit 60 percent of the municipal sales tax resulting from the credit sales received by the Village to Edward Hines Lumber Co. The Village will keep the remaining 40 percent. The Village's incentive payments for the year ended December 31, 2019 were \$1,236,067.

The Village has entered into a tax abatement agreement with LAB Development, LLC as an incentive to stimulate economic development. The abatement is authorized through Village Ordinance 2011-14 on March 21, 2011 and has since been amended with Village Ordinance 2016-032 on May 10, 2016. LAB Development, LLC shall conduct its business in Buffalo Grove, maintain a single order-acceptance point on premise. The amendment to the original agreement in 2016 requires LAB Development, LLC to extend their current lease at the premise in Buffalo Grove and expand the operation from 61,416 square feet to 124,605 square feet. The lease extension must be no less than 8.5 years, commencing January 1, 2016. The original agreement provided LAB Development, LLC with a tax abatement of 100 percent of the municipal sales tax in year one of the agreement, this percentage decreases 10 percent per year until year seven of the agreement. The amount of municipal sales tax abated to LAB Development, LLC could not exceed \$500,000 over the seven-year term. The amended agreement extended the abatements to LAB Development, LLC under new terms. LAB Development,

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### TAX ABATEMENTS – Continued

LLC is entitled to 80 percent of the base municipal sales tax above \$162,207 in year one. The percentage per year decreases 10 percent until year five, from year five to year eight and a half the percentage is fixed at 50 percent. The base municipal sales tax amount of \$162,207 is fixed for the term of the contract and prorated for the half year in 2024. The amount of municipal sales tax to be abated is not to exceed \$2,600,000 over the life of the amended agreement. If LAB Development, LLC relocates or ceases business operations on the premise within five years of the commencement date of the amended contract they shall reimburse the Village 100 percent of the municipal sales tax payments to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the fifth year they will remit \$750,000 to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the sixth year they will remit \$375,000 to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the seventh year they will remit \$187,500 to the Village within ninety days. If LAB Development, LLC conducts less than \$30,000,000 of taxable sales at the premise in any given year of the contract they shall not receive more than 50 percent of the municipal sales tax increment for that year. The Village's incentive payments for the year ended December 31, 2019 were \$234,019.

The Village has entered into a tax abatement agreement with Zonatherm. In order to encourage Zonatherm to maintain its business operation in the Village, and to assist with their project in the Village, the Village agrees to share home rule sales tax received by the Village using a formula which corresponds to new sales tax generated by Zonatherm over a finite period of time. For the first sales tax year, 100 percent of that year's incremental municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the second sales tax year 90 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the third sales tax year 80 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the fourth sales tax year 70 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the fifth sales tax year 60 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the sixth sales tax year 50 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the seventh sales tax year 50 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. The entire distribution cannot exceed \$500,000 in aggregate. This agreement will end upon the completion of the seventh year or the \$500,000 cap. In the event that Zonatherm ceases the business with seven years or generate less than \$1,000 in sales tax in any sales tax year, Zonatherm shall reimburse the Village 100 percent of the municipal sales tax payments received. The Village's incentive payments for the year ended December 31, 2019 were \$0.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### TAX ABATEMENTS – Continued

In order to encourage Bits to relocate its business operation to the Village of Buffalo Grove, and to assist with their project in the Village, the Village agrees to share a portion of its home rule sales tax received by the Village using a formula which corresponds to new sales tax revenue generated by the business over a finite period of time. For the first sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for annual taxable sales greater than \$40,000,000. For the second sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the third sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the fourth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the fifth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the sixth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. Should Bits relocate or cease its business within the first two years of the agreement Bits shall reimburse the Village 85 percent of the total home rule sales tax distributed. Should Bits relocate or cease business after two years of this agreement than Bits agrees to reimburse the Village 75 percent of the total home rules sales tax payments received. Should Bits relocate or cease business after three years of this agreement than Bits agrees to reimburse the Village 55 percent of the total home rules sales tax payments received. Should Bits relocate or cease business after four years of this agreement than Bits agrees to reimburse the Village 40 percent of the total home rules sales tax payments received. Should Bits relocate or cease business after five years of this agreement than Bits agrees to reimburse the Village 35 percent of the total home rules sales tax payments received. The Village's incentive payments for the year ended December 31, 2019 were \$566,782.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### NET POSITION/FUND BALANCE

##### Net Position Restatements

Beginning net position was restated due to removing the GASB Statement No. 75 obligation from the internal service funds. The following is a summary of the net position as originally reported and as restated:

| Net Position         | As Reported  | As Restated | Increase/<br>(Decrease) |
|----------------------|--------------|-------------|-------------------------|
| Central Garage       | \$ (659,581) | 5,093       | 664,674                 |
| Building Maintenance | (541,622)    | 7,258       | 548,880                 |

##### Fund Balance Classifications

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

|                     | General    | Capital Projects          |                       | Nonmajor  | Totals     |
|---------------------|------------|---------------------------|-----------------------|-----------|------------|
|                     |            | Facilities<br>Development | Street<br>Maintenance |           |            |
| Fund Balances       |            |                           |                       |           |            |
| Nonspendable        |            |                           |                       |           |            |
| Inventories         | \$ 120,809 | -                         | -                     | -         | 120,809    |
| Prepays             | 38,685     | -                         | -                     | -         | 38,685     |
|                     | 159,494    | -                         | -                     | -         | 159,494    |
| Restricted          |            |                           |                       |           |            |
| Seizure Funds       | 484,881    | -                         | -                     | -         | 484,881    |
| Motor Fuel Tax      | -          | -                         | -                     | 1,316,313 | 1,316,313  |
| Metra Parking Lot   | -          | -                         | -                     | 37,452    | 37,452     |
| Debt Service        | -          | -                         | -                     | 803       | 803        |
|                     | 484,881    | -                         | -                     | 1,354,568 | 1,839,449  |
| Committed           |            |                           |                       |           |            |
| Capital Projects    | 8,313,902  | 2,577                     | 258,430               | -         | 8,574,909  |
| Unassigned          | 18,939,974 | -                         | -                     | -         | 18,939,974 |
| Total Fund Balances | 27,898,251 | 2,577                     | 258,430               | 1,354,568 | 29,513,826 |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### NET POSITION/FUND BALANCE – Continued

##### Fund Balance Classifications – Continued

In the governmental fund financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

*Nonspendable Fund Balance.* Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

*Restricted Fund Balance.* Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

*Committed Fund Balance.* Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, the Village Board; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

*Assigned Fund Balance.* Consists of amounts that are constrained by the Village Board intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by the Village Board itself or by a body or official to which the Village Board has delegated the authority to assign amounts to be used for specific purposes. The Village's highest level of decision-making authority is the Village Board, who is authorized to assign amounts to a specific purpose.

*Unassigned Fund Balance.* Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

*Minimum Fund Balance Policy.* The Village's fund balance policy for the General Fund requires committed fund balance to be maintained at a minimum of 25% of budgeted operating expenditures.



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

#### NET POSITION/FUND BALANCE – Continued

##### Net Position Classifications

Net investment in capital assets was comprised of the following as of December 31, 2019:

|                                                  |                    |
|--------------------------------------------------|--------------------|
| Governmental Activities                          |                    |
| Capital Assets - Net of Accumulated Depreciation | \$ 62,583,298      |
| Plus: Unamortized Loss on Refunding              | 16,721             |
| Less Capital Related Debt:                       |                    |
| General Obligation Bonds                         | (11,859,275)       |
| Unamortized Premium                              | <u>(76,752)</u>    |
| Net Investment in Capital Assets                 | <u>50,663,992</u>  |
| Business-Type Activities                         |                    |
| Capital Assets - Net of Accumulated Depreciation | 43,393,338         |
| Less Capital Related Debt:                       |                    |
| IEPA Loans Payable                               | (311,332)          |
| Installment Note Payable                         | <u>(6,001,817)</u> |
| Net Investment in Capital Assets                 | <u>37,080,189</u>  |

### NOTE 4 – OTHER INFORMATION

#### RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. The Village has purchased insurance from private insurance companies. Risks covered included certain types of liabilities and bonds. Premiums have been displayed as expenditures/expenses in appropriate funds. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### CONTINGENT LIABILITIES

##### Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

##### Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

##### Financial Impact of COVID-19

In March of 2020, the World Health Organization declared the COVID-19 virus a public health emergency. As of the date of this report, the extent of the impact of COVID-19 on the Village's operations and financial position cannot be determined.

#### JOINT VENTURES

##### Northwest Water Commission (NWWC)

The Village is a member of the Northwest Water Commission (NWWC) which consists of four municipalities. NWWC is a municipal corporation and public body politic and corporate established pursuant to the Constitution of the State of Illinois and the Intergovernmental Cooperation Act of the State of Illinois, as amended (the Act). NWWC is empowered under the Act to plan, construct, improve, extend, acquire, finance, operate and maintain a water supply system to serve its members and other potential water purchasers. The four members of NWWC and their percentage shares as of April 30, 2019 are as follows:

|                              | Percent<br>Share |
|------------------------------|------------------|
| Village of Arlington Heights | 36.43 %          |
| Village of Buffalo Grove     | 17.06            |
| Village of Palatine          | 29.10            |
| Village of Wheeling          | 17.41            |
|                              | <u>100.00 %</u>  |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### JOINT VENTURES – Continued

#### Northwest Water Commission (NWWC) – Continued

These percentage shares are based upon formula contained in the water supply agreement and are subject to change in future years based on consumption by the municipalities.

The members form a contiguous geographic service area which is located northwest of downtown Chicago. Under the NWWC Agreement, additional members may join NWWC upon the approval of each member.

NWWC is governed by a Board of Commissioners which consists of one Village Manager from each member municipality. Each Commissioner has an equal vote. The officers of NWWC are appointed by the Board of Commissioners. The Board of Commissioners determines the general policy of NWWC, makes all appropriations, approves contracts for sale or purchase of water, adopts by-laws, rules and regulations, and exercises such powers and performs such duties as may be prescribed in the NWWC Agreement or the by-laws.

Summary of financial positions as of April 30, 2019:

|                   |                   |                        |                   |
|-------------------|-------------------|------------------------|-------------------|
| Current Assets    | \$ 22,501,071     | Current Liabilities    | \$ 1,819,845      |
| Noncurrent Assets |                   | Noncurrent Liabilities | 5,803,081         |
| Capital Assets    | <u>31,985,244</u> | Total Liabilities      | <u>7,622,926</u>  |
| Total Assets      | <u>54,486,315</u> | Net Position           | <u>46,863,389</u> |

Summary of revenues, expenses and changes in net position for the year ended April 30, 2019:

|                                 |                   |
|---------------------------------|-------------------|
| Operating Revenues              | \$ 12,688,333     |
| Operating Expenses              | <u>10,817,209</u> |
| Operating Income                | 1,871,124         |
| Nonoperating Revenue (Expenses) | <u>339,082</u>    |
| Change in Net Position          | 2,210,206         |
| Net Position - Beginning        | <u>44,653,183</u> |
| Net Position - Ending           | <u>46,863,389</u> |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### JOINT VENTURES – Continued

##### Northwest Water Commission (NWWC) – Continued

Complete financial statements can be obtained from the Northwest Water Commission, 1525 North Wolf Road, Des Plaines, Illinois 60015.

NWWC's bonds are revenue obligations. They are limited obligations of NWWC with a claim for payment solely from and secured by a pledge of the revenues of the system and amounts in various funds and accounts established by NWWC resolutions. The bonds are not a debt of any member. NWWC has no power to levy taxes.

Revenues of the system consist of: (a) all receipts derived from Water Supply Contracts or any other contract for the supply of water; (b) all income derived from the investment of monies; and (c) all income, fees, water service charges, and all rates, rents and receipts derived by NWWC from the ownership and operation of the system and the sale of water. JAWA covenants to establish fees and charges sufficient to provide revenues to meet all its requirements.

N/WWC has entered into Water Supply Contracts with the four-member municipalities for a term of 40 years, extending to 2030. The Water Supply Contracts are irrevocable and may not be terminated or amended except as provided in the Water Supply Contract. Each member is obligated, on a "take or pay" basis, to purchase or in any event to pay for a minimum annual quantity of water.

NWWC has entered into an agreement with the City of Evanston under which the City has agreed to sell quantities of lake water sufficient to supply the projected water needs of NWWC through the year 2030.

The obligation of the Village to make all payments as required by this Contract is unconditional and irrevocable, without regard to performance or nonperformance by NWWC of its obligations under this Contract.

The payments required to be made by the Village under this Contract are required to be made solely from revenues to be derived by the Village from the operation of the Village's system. Members are not prohibited by the Contract from using other available funds to make payments required under the Contract. This Contract shall not constitute an indebtedness of the Village within the meaning of any statutory or constitutional limitation.

The obligation of the Village to make payments required by this Agreement from revenues of the Waterworks and Sewerage System shall be payable from the operation and maintenance account of the Water and Sewerage Fund.

In accordance with the joint venture agreement, the Village remitted \$1,722,150 to NWWC for the year ended April 30, 2019. All payments were paid from the Water and Sewerage Fund. The Village's share of net position of NWWC was \$7,996,136 at April 30, 2019.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Notes to the Financial Statements December 31, 2019

#### NOTE 4 – OTHER INFORMATION – Continued

##### JOINT VENTURES – Continued

##### **Solid Waste Agency of Northern Cook County (SWANCC)**

The Village is a member of the Solid Waste Agency of Northern Cook County (SWANCC) which consists of twenty-three municipalities. SWANCC is a municipal corporation and public body politic established pursuant to the Constitution Act of the State of Illinois and the Intergovernmental Cooperation Act of the State of Illinois, as amended.

SWANCC is empowered to plan, construct, finance, operate, and maintain a solid waste disposal system to serve its members. SWANCC is governed by a Board of Directors which consists of one appointed representative from each member municipality. Each Director has an equal vote. The officers of SWANCC are appointed by the Board of Directors.

The Board of Directors determines the general policy of SWANCC, makes all appropriations, approves contracts, adopts resolutions providing for the issuance of bonds or notes by SWANCC, adopts by-laws, rules and regulations, and exercises such powers and performs such duties as may be prescribed in the SWANCC agreement or the by-laws. Separate audited financial statements are available at 77 W Hintz Road, Suite 200, Wheeling, Illinois 60090.

SWANCC's bonds are revenue obligations. They are limited obligations of SWANCC, with a claim for payment solely from and secured by a pledge of the revenues of the system, and amounts in various funds and accounts established by SWANCC resolutions. SWANCC has no power to levy taxes.

Revenues of the system consist of: (a) all receipts derived from Solid Waste Disposal Contracts or any other contracts for the disposal of waste; (b) all income derived from the investment of monies; and (c) all income, fees, service charges, and all grants, rents, and receipts derived by SWANCC from the ownership and operation of the system.

SWANCC covenants to establish fees and charges sufficient to provide revenues to meet all its requirements.

SWANCC has entered into Solid Waste Disposal Contracts with the member municipalities. The Contracts are irrevocable, and may not be terminated or amended, except as provided in the Contract. Each member is obligated, on a "take or pay" basis, to purchase or in any event to pay for a minimum annual cost of the system.

The obligation of the Village to make all payments as required by this Contract is unconditional and irrevocable, without regard to performance or nonperformance by SWANCC of its obligations under this Contract.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### JOINT VENTURES – Continued

##### Solid Waste Agency of Northern Cook County (SWANCC) – Continued

The payments required to be made by the Village under this Contract are required to be made solely from revenues to be derived by the Village from the operation of the Municipal Waste System Fund. The Village is not prohibited by the Contract from using any other funds to make the payments required by the Contract. The Contract shall not constitute an indebtedness of the Village within the meaning of any statutory or constitutional limitation.

In accordance with the joint venture agreement, the Village remitted \$816,849 to SWANCC for the year ended December 31, 2019, which is recorded in the Village's Refuse Service Fund.

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan, and the Firefighters' Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and Firefighters' Pension Plan and may be obtained by writing to the Village at 50 Raupp Boulevard, Buffalo Grove, Illinois 60089. IMRF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online at [www.imrf.org](http://www.imrf.org). The benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

The aggregate amount recognized for the three pension plans is:

|                       | Pension<br>Expense | Net Pension<br>Liability | Deferred<br>Outflows | Deferred<br>Inflows |
|-----------------------|--------------------|--------------------------|----------------------|---------------------|
| IMRF                  | \$ 1,243,068       | 11,467,656               | 6,556,077            | 1,374,055           |
| Police Pension        | 4,068,282          | 29,585,230               | 3,677,640            | 6,110,520           |
| Firefighters' Pension | 3,038,963          | 18,320,693               | 2,905,845            | 3,612,098           |
|                       | <u>8,350,313</u>   | <u>59,373,579</u>        | <u>13,139,562</u>    | <u>11,096,673</u>   |

#### Illinois Municipal Retirement Fund (IMRF)

##### Plan Descriptions

*Plan Administration.* All employees (other than those covered by the Police Pension Plan and the Firefighters' Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Illinois Municipal Retirement Fund (IMRF) – Continued

##### Plan Descriptions – Continued

*Benefits Provided.* IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

IMRF provides two tiers of pension benefits. Employees hired *before* January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

Employees hired *on or after* January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Illinois Municipal Retirement Fund (IMRF) – Continued

##### Plan Descriptions – Continued

*Plan Membership.* As of December 31, 2018, the measurement date, the following employees were covered by the benefit terms:

|                                                                  |                   |
|------------------------------------------------------------------|-------------------|
| Inactive Plan Members Currently Receiving Benefits               | 107               |
| Inactive Plan Members Entitled to but not yet Receiving Benefits | 55                |
| Active Plan Members                                              | <u>97</u>         |
| Total                                                            | <u><u>259</u></u> |

*Contributions.* As set by statute, the Village's Regular Plan Members are required to contribute 4.5% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended December 31, 2019, the Village's contribution was 11.38% of covered payroll.

*Net Pension Liability.* The Village's net pension liability was measured as of December 31, 2018. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

*Actuarial Assumptions.* The total pension liability was determined by an actuarial valuation performed, as of December 31, 2018, using the following actuarial methods and assumptions:

|                            |                     |
|----------------------------|---------------------|
| Actuarial Cost Method      | Entry Age<br>Normal |
| Asset Valuation Method     | Market              |
| Actuarial Assumptions      |                     |
| Interest Rate              | 7.25%               |
| Salary Increases           | 3.39% to 14.25%     |
| Cost of Living Adjustments | 3.50%               |
| Inflation                  | 2.50%               |



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Illinois Municipal Retirement Fund (IMRF) – Continued

##### Plan Descriptions – Continued

*Actuarial Assumptions – Continued.* For non-disabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015). The IMRF specific rates were developed from the RP-2014 Blue Collar Health Annuitant Mortality Table with adjustments to match current IMRF experience. For disabled retirees, an IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015). The IMRF specific rates were developed from the RP-2014 Disabled Retirees Mortality Table applying the same adjustment that were applied for non-disabled lives. For active members, an IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015). The IMRF specific rates were developed from the RP-2014 Employee Mortality Table with adjustments to match current IMRF experience.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

| Asset Class               | Target | Long-Term<br>Expected Real<br>Rate of Return |
|---------------------------|--------|----------------------------------------------|
| Fixed Income              | 28.00% | 3.00%                                        |
| Domestic Equities         | 37.00% | 6.85%                                        |
| International Equities    | 18.00% | 6.75%                                        |
| Real Estate               | 9.00%  | 5.75%                                        |
| Blended                   | 7.00%  | 2.65% - 7.35%                                |
| Cash and Cash Equivalents | 1.00%  | 2.25%                                        |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Illinois Municipal Retirement Fund (IMRF) – Continued

##### Discount Rate

The discount rate used to measure the total pension liability was 7.25%, and the prior valuation was 7.50%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the IMRF's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

##### Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

|                       | 1% Decrease<br>(6.25%) | Current<br>Discount Rate<br>(7.25%) | 1% Increase<br>(8.25%) |
|-----------------------|------------------------|-------------------------------------|------------------------|
| Net Pension Liability | \$ 19,851,028          | 11,467,656                          | 4,566,084              |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Illinois Municipal Retirement Fund (IMRF) – Continued

##### Changes in the Net Pension Liability

|                                                                                     | Total<br>Pension<br>Liability<br>(A) | Plan Fiduciary<br>Net Position<br>(B) | Net Pension<br>Liability<br>(A) - (B) |
|-------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|
| Balances at December 31, 2017                                                       | \$ 60,749,812                        | 57,488,356                            | 3,261,456                             |
| Changes for the Year:                                                               |                                      |                                       |                                       |
| Service Cost                                                                        | 843,915                              | -                                     | 843,915                               |
| Interest on the Total Pension Liability                                             | 4,483,157                            | -                                     | 4,483,157                             |
| Changes of Benefit Terms                                                            | -                                    | -                                     | -                                     |
| Difference Between Expected and Actual<br>Experience of the Total Pension Liability | 582,645                              | -                                     | 582,645                               |
| Changes of Assumptions                                                              | -                                    | -                                     | -                                     |
| Contributions - Employer                                                            | -                                    | 1,218,342                             | (1,218,342)                           |
| Contributions - Employees                                                           | -                                    | 394,144                               | (394,144)                             |
| Net Investment Income                                                               | 1,849,878                            | (2,997,666)                           | 4,847,544                             |
| Benefit Payments, including Refunds<br>of Employee Contributions                    | (2,792,678)                          | (2,792,678)                           | -                                     |
| Other (Net Transfer)                                                                | -                                    | 938,575                               | (938,575)                             |
| Net Changes                                                                         | 4,966,917                            | (3,239,283)                           | 8,206,200                             |
| Balances at December 31, 2018                                                       | 65,716,729                           | 54,249,073                            | 11,467,656                            |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Illinois Municipal Retirement Fund (IMRF) – Continued

#### Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2019, the Village recognized pension expense of \$1,243,068. At December 31, 2019, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

|                                                                                     | Deferred<br>Outflows of<br>Resources | Deferred<br>Inflows of<br>Resources | Totals    |
|-------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|-----------|
| Difference Between Expected and Actual Experience                                   | \$ 601,224                           | (272,091)                           | 329,133   |
| Change in Assumptions                                                               | 1,418,963                            | (1,101,964)                         | 316,999   |
| Net Difference Between Projected and Actual<br>Earnings on Pension Plan Investments | 3,480,430                            | -                                   | 3,480,430 |
| Total Pension Expense to be<br>Recognized in Future Periods                         | 5,500,617                            | (1,374,055)                         | 4,126,562 |
| Pension Contributions Made Subsequent<br>to the Measurement Date                    | 1,055,460                            | -                                   | 1,055,460 |
| Total Deferred Amounts Related to IMRF                                              | 6,556,077                            | (1,374,055)                         | 5,182,022 |

\$1,055,460 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended December 31, 2020. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

| Fiscal<br>Year | Net Deferred<br>Outflows<br>of Resources |
|----------------|------------------------------------------|
| 2020           | \$ 1,160,416                             |
| 2021           | 526,366                                  |
| 2022           | 892,261                                  |
| 2023           | 1,547,519                                |
| 2024           | -                                        |
| Thereafter     | -                                        |
| Total          | 4,126,562                                |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Police Pension Plan

##### Plan Descriptions

*Plan Administration.* The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

*Plan Membership.* At December 31, 2019, the measurement date, membership consisted of the following:

|                                                                  |                   |
|------------------------------------------------------------------|-------------------|
| Inactive Plan Members Currently Receiving Benefits               | 52                |
| Inactive Plan Members Entitled to but not yet Receiving Benefits | 3                 |
| Active Plan Members                                              | <u>62</u>         |
| Total                                                            | <u><u>117</u></u> |

*Benefits Provided.* The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of  $\frac{1}{2}$  of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at \$106,800, plus the lesser of  $\frac{1}{2}$  of the annual change in the Consumer Price Index or 3 percent compounded.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Police Pension Plan – Continued

##### Plan Descriptions – Continued

*Benefits Provided – Continued.* The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1<sup>st</sup> after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

*Contributions.* Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2019, the Village's contribution was 41.68% of covered payroll.

*Concentrations.* At year end, the Pension Plan does not have any investments (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) in any one organization that represent 5 percent or more of net position available for benefits.

##### Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2019, using the following actuarial methods and assumptions:

|                            |                  |
|----------------------------|------------------|
| Actuarial Cost Method      | Entry Age Normal |
| Asset Valuation Method     | Market           |
| Actuarial Assumptions      |                  |
| Interest Rate              | 7.00%            |
| Salary Increases           | 3.75% - 8.42%    |
| Cost of Living Adjustments | 3.25%            |
| Inflation                  | 2.25%            |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Police Pension Plan – Continued

##### Actuarial Assumptions – Continued

Mortality rates were based on the RP-2014 adjusted for Plan Status, Collar, and Illinois Public Pension Data, as appropriate.

##### Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

##### Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

|                       | 1% Decrease<br>(6.00%) | Current<br>Discount Rate<br>(7.00%) | 1% Increase<br>(8.00%) |
|-----------------------|------------------------|-------------------------------------|------------------------|
| Net Pension Liability | \$ 45,564,381          | 29,585,230                          | 16,658,069             |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Police Pension Plan – Continued

##### Changes in the Net Pension Liability

|                                                                                     | Total<br>Pension<br>Liability<br>(A) | Plan Fiduciary<br>Net Position<br>(B) | Net Pension<br>Liability<br>(A) - (B) |
|-------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|
| Balances at December 31, 2018                                                       | \$ 98,824,702                        | 64,222,737                            | 34,601,965                            |
| Changes for the Year:                                                               |                                      |                                       |                                       |
| Service Cost                                                                        | 1,649,198                            | -                                     | 1,649,198                             |
| Interest on the Total Pension Liability                                             | 6,772,474                            | -                                     | 6,772,474                             |
| Changes of Benefit Terms                                                            | 425,172                              | -                                     | 425,172                               |
| Difference Between Expected and Actual<br>Experience of the Total Pension Liability | 1,380,756                            | -                                     | 1,380,756                             |
| Changes of Assumptions                                                              | 1,501,809                            | -                                     | 1,501,809                             |
| Contributions - Employer                                                            | -                                    | 2,899,820                             | (2,899,820)                           |
| Contributions - Employees                                                           | -                                    | 660,350                               | (660,350)                             |
| Contributions - Other                                                               | -                                    | 83,945                                | (83,945)                              |
| Net Investment Income                                                               | -                                    | 13,161,796                            | (13,161,796)                          |
| Benefit Payments, including Refunds<br>of Employee Contributions                    | (4,150,161)                          | (4,150,161)                           | -                                     |
| Administrative Expense                                                              | -                                    | (59,767)                              | 59,767                                |
| Net Changes                                                                         | 7,579,248                            | 12,595,983                            | (5,016,735)                           |
| Balances at December 31, 2019                                                       | 106,403,950                          | 76,818,720                            | 29,585,230                            |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Police Pension Plan – Continued

##### Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2019, the Village recognized pension expense of \$4,068,282. At December 31, 2019, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

|                                                                                     | Deferred<br>Outflows of<br>Resources | Deferred<br>Inflows of<br>Resources | Totals      |
|-------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|-------------|
| Difference Between Expected and Actual Experience                                   | \$ 1,510,861                         | (245,742)                           | 1,265,119   |
| Change in Assumptions                                                               | 2,166,779                            | (1,818,822)                         | 347,957     |
| Net Difference Between Projected and Actual<br>Earnings on Pension Plan Investments | -                                    | (4,045,956)                         | (4,045,956) |
| Total Deferred Amounts Related to Police Pension                                    | 3,677,640                            | (6,110,520)                         | (2,432,880) |

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

| Fiscal<br>Year | Net Deferred<br>Outflows/<br>(Inflows)<br>of Resources |
|----------------|--------------------------------------------------------|
| 2020           | \$ (368,088)                                           |
| 2021           | (1,019,997)                                            |
| 2022           | (343,477)                                              |
| 2023           | (1,348,241)                                            |
| 2024           | 441,672                                                |
| Thereafter     | 205,251                                                |
| Total          | (2,432,880)                                            |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Firefighters' Pension Plan

##### Plan Descriptions

*Plan Administration.* The Firefighters' Pension Plan is a single-employer defined benefit pension plan that covers all sworn firefighter personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active fire employees.

*Plan Membership.* At December 31, 2019, the measurement date, membership consisted of the following:

|                                                                  |           |
|------------------------------------------------------------------|-----------|
| Inactive Plan Members Currently Receiving Benefits               | 42        |
| Inactive Plan Members Entitled to but not yet Receiving Benefits | 1         |
| Active Plan Members                                              | <u>55</u> |
| Total                                                            | <u>98</u> |

*Benefits Provided.* The following is a summary of the Firefighters' Pension Plan as provided for in Illinois State Statutes.

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of  $\frac{1}{2}$  of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Firefighters' Pension Plan – Continued

##### Plan Descriptions – Continued

*Benefits Provided – Continued.* Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for the pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1<sup>st</sup> after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

*Contributions.* Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2019, the Village's contribution was 31.78% of covered payroll.

*Concentrations.* At year end, the Pension Plan does not have any investments (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) in any one organization that represent 5 percent or more of net position available for benefits.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Firefighters' Pension Plan – Continued

##### Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2019, using the following actuarial methods and assumptions:

|                            |                     |
|----------------------------|---------------------|
| Actuarial Cost Method      | Entry Age<br>Normal |
| Asset Valuation Method     | Market              |
| Actuarial Assumptions      |                     |
| Interest Rate              | 7.00%               |
| Salary Increases           | 3.75% - 9.48%       |
| Cost of Living Adjustments | 3.25%               |
| Inflation                  | 2.25%               |

Mortality rates were based on the RP2014 base rates with blue collar adjustment projected to the valuation date with scale MP2016.

##### Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Firefighters' Pension Plan – Continued

##### Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

|                       | 1% Decrease<br>(6.00%) | Current<br>Discount Rate<br>(7.00%) | 1% Increase<br>(8.00%) |
|-----------------------|------------------------|-------------------------------------|------------------------|
| Net Pension Liability | \$ 31,299,570          | 18,320,693                          | 7,791,395              |

##### Changes in the Net Pension Liability

|                                                                                     | Total<br>Pension<br>Liability<br>(A) | Plan Fiduciary<br>Net Position<br>(B) | Net Pension<br>Liability<br>(A) - (B) |
|-------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|
| Balances at December 31, 2018                                                       | \$ 79,973,421                        | 58,060,345                            | 21,913,076                            |
| Changes for the Year:                                                               |                                      |                                       |                                       |
| Service Cost                                                                        | 1,264,639                            | -                                     | 1,264,639                             |
| Interest on the Total Pension Liability                                             | 5,477,561                            | -                                     | 5,477,561                             |
| Changes of Benefit Terms                                                            | 640,951                              | -                                     | 640,951                               |
| Difference Between Expected and Actual<br>Experience of the Total Pension Liability | 1,246,145                            | -                                     | 1,246,145                             |
| Changes of Assumptions                                                              | 1,195,177                            | -                                     | 1,195,177                             |
| Contributions - Employer                                                            | -                                    | 1,915,164                             | (1,915,164)                           |
| Contributions - Employees                                                           | -                                    | 542,215                               | (542,215)                             |
| Net Investment Income                                                               | -                                    | 11,064,141                            | (11,064,141)                          |
| Benefit Payments, including Refunds<br>of Employee Contributions                    | (3,445,092)                          | (3,445,092)                           | -                                     |
| Administrative Expense                                                              | -                                    | (104,664)                             | 104,664                               |
| Net Changes                                                                         | 6,379,381                            | 9,971,764                             | (3,592,383)                           |
| Balances at December 31, 2019                                                       | 86,352,802                           | 68,032,109                            | 18,320,693                            |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

##### Firefighters' Pension Plan – Continued

##### Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2019, the Village recognized pension expense of \$3,042,109. At December 31, 2019, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

|                                                                                     | Deferred<br>Outflows of<br>Resources | Deferred<br>Inflows of<br>Resources | Totals           |
|-------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|------------------|
| Difference Between Expected and Actual Experience                                   | \$ 1,404,494                         | (497,342)                           | 907,152          |
| Change in Assumptions                                                               | 1,501,351                            | (306,395)                           | 1,194,956        |
| Net Difference Between Projected and Actual<br>Earnings on Pension Plan Investments | -                                    | (2,808,361)                         | (2,808,361)      |
| Total Deferred Amounts Related to Firefighters' Pension                             | <u>2,905,845</u>                     | <u>(3,612,098)</u>                  | <u>(706,253)</u> |

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

| Fiscal<br>Year | Net Deferred<br>Outflows/<br>(Inflows)<br>of Resources |
|----------------|--------------------------------------------------------|
| 2020           | \$ (434,691)                                           |
| 2021           | (459,364)                                              |
| 2022           | 303,891                                                |
| 2023           | (1,142,598)                                            |
| 2024           | 320,167                                                |
| Thereafter     | <u>706,342</u>                                         |
| Total          | <u>(706,253)</u>                                       |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### OTHER POST-EMPLOYMENT BENEFITS

##### General Information about the OPEB Plan

*Plan Description.* The Village's defined benefit OPEB plan, Village of Buffalo Grove Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the Village. RBP is a single-employer defined benefit OPEB plan administered by the Village. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Village Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

*Benefits Provided.* RBP offers medical, prescription, vision, dental, life insurance coverage to retirees. Retirees pay full cost of coverage. Coverage ends at age 65 or once retirees are eligible for Medicare.

*Plan Membership.* As of December 31, 2019, the measurement date, the following employees were covered by the benefit terms:

|                                                                  |                   |
|------------------------------------------------------------------|-------------------|
| Inactive Plan Members Currently Receiving Benefits               | 41                |
| Inactive Plan Members Entitled to but not yet Receiving Benefits | -                 |
| Active Plan Members                                              | <u>207</u>        |
| Total                                                            | <u><u>248</u></u> |

##### Total OPEB Liability

The Village's total OPEB liability was measured as of December 31, 2019, and was determined by an actuarial valuation as of December 31, 2018.

*Actuarial assumptions and other inputs.* The total OPEB liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### OTHER POST-EMPLOYMENT BENEFITS – Continued

#### Total OPEB Liability – Continued

*Actuarial assumptions and other inputs - Continued.*

|                                          |                                                                                  |
|------------------------------------------|----------------------------------------------------------------------------------|
| Inflation                                | 2.25%                                                                            |
| Salary Increases                         | 3.00%                                                                            |
| Discount Rate                            | 2.74%                                                                            |
| Healthcare Cost Trend Rates              | 5.50% for 2020, decreasing to an ultimate rate of 5.00% for 2024 and later years |
| Retirees' Share of Benefit-Related Costs | 100% of Benefit-Related Costs                                                    |

The discount rate was based on a combination of the expected long-term rate of return on plan investments and the municipal bond rate.

Mortality rates were based on the sex distinct raw rates as developed in the RP-2014 study, with blue collar adjustment. These rates are improved generationally using MP-2016 improvement rates.

#### Change in the Total OPEB Liability

|                                                   | Total<br>OPEB<br>Liability |
|---------------------------------------------------|----------------------------|
| Balance at December 31, 2018                      | \$ 9,006,111               |
| Changes for the Year:                             |                            |
| Service Cost                                      | 263,570                    |
| Interest on the Total Pension Liability           | 360,862                    |
| Changes of Benefit Terms                          | -                          |
| Difference Between Expected and Actual Experience | -                          |
| Changes of Assumptions or Other Inputs            | 2,158,863                  |
| Benefit Payments                                  | (409,592)                  |
| Net Changes                                       | 2,373,703                  |
| Balance at December 31, 2019                      | 11,379,814                 |



# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### OTHER POST-EMPLOYMENT BENEFITS – Continued

##### Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following is a sensitivity analysis of the total OPEB liability to changes in the discount rate. The table below presents the OPEB liability of the Village calculated using the discount rate as well as what the Village's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

|                      | 1% Decrease<br>(1.74%) | Current<br>Discount Rate<br>(2.74%) | 1% Increase<br>(3.74%) |
|----------------------|------------------------|-------------------------------------|------------------------|
| Total OPEB Liability | \$ 12,668,893          | 11,379,814                          | 9,639,304              |

##### Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following is a sensitivity analysis of the total OPEB liability to changes in the healthcare cost trend rates. The table below presents the OPEB liability of the Village calculated using the discount rate as well as what the Village's total OPEB liability would be if it were calculated using healthcare trend rates that are one percentage point lower or one percentage point higher than the current rates:

|                      | (4.50%<br>decreasing to<br>4.00%) | Healthcare<br>Cost Trend<br>Rates<br>(5.50%<br>decreasing to<br>5.00%) | (6.50%<br>decreasing to<br>6.00%) |
|----------------------|-----------------------------------|------------------------------------------------------------------------|-----------------------------------|
| Total OPEB Liability | \$ 9,264,037                      | 11,379,814                                                             | 13,214,590                        |

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Notes to the Financial Statements December 31, 2019

### NOTE 4 – OTHER INFORMATION – Continued

#### OTHER POST-EMPLOYMENT BENEFITS – Continued

#### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2019, the Village recognized OPEB expense of \$766,604. At December 31, 2019, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

|                                                                                     | Deferred<br>Outflows of<br>Resources | Deferred<br>Inflows of<br>Resources | Totals           |
|-------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------|------------------|
| Difference Between Expected and Actual Experience                                   | \$ -                                 | -                                   | -                |
| Change in Assumptions                                                               | 1,937,213                            | (615,153)                           | 1,322,060        |
| Net Difference Between Projected and Actual<br>Earnings on Pension Plan Investments | -                                    | -                                   | -                |
| Total Deferred Amounts Related to OPEB                                              | <u>1,937,213</u>                     | <u>(615,153)</u>                    | <u>1,322,060</u> |

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

| Fiscal<br>Year | Net Deferred<br>Outflows<br>of Resources |
|----------------|------------------------------------------|
| 2020           | \$ 142,172                               |
| 2021           | 142,172                                  |
| 2022           | 142,172                                  |
| 2023           | 142,172                                  |
| 2024           | 142,172                                  |
| Thereafter     | <u>611,200</u>                           |
| Total          | <u>1,322,060</u>                         |

#### SUBSEQUENT EVENT

On May 20, 2020, the Village issued \$24,000,000 of General Obligation Bonds, due in annual installments of \$1,600,000 to \$1,840,000, plus interest at 1.14% to 2.55% through December 1, 2035.

## REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Employer Contributions
  - Illinois Municipal Retirement Fund
  - Police Pension Fund
  - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Net Pension Liability
  - Illinois Municipal Retirement Fund
  - Police Pension Fund
  - Firefighters' Pension Fund
- Schedule of Investment Returns
  - Police Pension Fund
  - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Total OPEB Liability
  - Retiree Benefit Plan
- Budgetary Comparison Schedule
  - General Fund

### Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Illinois Municipal Retirement Fund

### Required Supplementary Information Schedule of Employer Contributions December 31, 2019

| Fiscal Year | Actuarially Determined Contribution | Contributions in Relation to the Actuarially Determined Contribution | Contribution Excess/ (Deficiency) | Covered Payroll | Contributions as a Percentage of Covered Payroll |
|-------------|-------------------------------------|----------------------------------------------------------------------|-----------------------------------|-----------------|--------------------------------------------------|
| 2014        | \$ 1,020,544                        | \$ 1,071,994                                                         | \$ 51,450                         | \$ 7,802,324    | 13.74%                                           |
| 2015        | 1,093,142                           | 1,093,142                                                            | -                                 | 8,157,772       | 13.40%                                           |
| 2016        | 1,112,901                           | 1,112,901                                                            | -                                 | 8,023,803       | 13.87%                                           |
| 2017        | 1,164,635                           | 1,164,635                                                            | -                                 | 8,384,700       | 13.89%                                           |
| 2018        | 1,225,584                           | 1,225,584                                                            | -                                 | 8,810,810       | 13.91%                                           |
| 2019        | 1,055,460                           | 1,055,460                                                            | -                                 | 9,275,708       | 11.38%                                           |

#### Notes to the Required Supplementary Information:

|                               |                                                                                                              |
|-------------------------------|--------------------------------------------------------------------------------------------------------------|
| Actuarial Cost Method         | Entry Age Normal                                                                                             |
| Amortization Method           | Level % Pay (Closed)                                                                                         |
| Remaining Amortization Period | 25 Years                                                                                                     |
| Asset Valuation Method        | 5-Year Smoothed Market                                                                                       |
| Inflation                     | 2.75%                                                                                                        |
| Salary Increases              | 3.75% - 14.50%                                                                                               |
| Investment Rate of Return     | 7.50%                                                                                                        |
| Retirement Age                | See the Notes to the Financial Statements                                                                    |
| Mortality                     | An IMRF specific mortality table was used with fully generational projection scale MP-2014 (base year 2012). |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Police Pension Fund

### Required Supplementary Information Schedule of Employer Contributions December 31, 2019

| Fiscal Year | Actuarially Determined Contribution | Contributions in Relation to the Actuarially Determined Contribution | Contribution Excess/ (Deficiency) | Covered Payroll | Contributions as a Percentage of Covered Payroll |
|-------------|-------------------------------------|----------------------------------------------------------------------|-----------------------------------|-----------------|--------------------------------------------------|
| 2014        | \$ 2,359,777                        | \$ 2,083,758                                                         | \$ (276,019)                      | \$ 5,984,178    | 34.82%                                           |
| 2015        | 2,256,676                           | 2,284,315                                                            | 27,639                            | 6,056,962       | 37.71%                                           |
| 2016        | 2,407,865                           | 2,430,017                                                            | 22,152                            | 6,406,672       | 37.93%                                           |
| 2017        | 2,538,183                           | 2,641,453                                                            | 103,270                           | 6,565,793       | 40.23%                                           |
| 2018        | 2,673,256                           | 2,668,632                                                            | (4,624)                           | 6,738,022       | 39.61%                                           |
| 2019        | 2,795,672                           | 2,899,820                                                            | 104,148                           | 6,957,008       | 41.68%                                           |

#### Notes to the Required Supplementary Information:

|                               |                                                                                                        |
|-------------------------------|--------------------------------------------------------------------------------------------------------|
| Actuarial Cost Method         | Entry Age Normal                                                                                       |
| Amortization Method           | Level % Pay (Closed)                                                                                   |
| Remaining Amortization Period | 23 Years                                                                                               |
| Asset Valuation Method        | 5-Year Smoothed Market                                                                                 |
| Inflation                     | 2.50%                                                                                                  |
| Salary Increases              | 4.00% - 8.67%                                                                                          |
| Investment Rate of Return     | 7.00%                                                                                                  |
| Retirement Age                | 50-60                                                                                                  |
| Mortality                     | RP 2014 Study, with Blue Collar Adjustment and improved generationally using MP-2016 Improvement Rates |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Firefighters' Pension Fund**

### **Required Supplementary Information Schedule of Employer Contributions December 31, 2019**

| Fiscal Year | Actuarially Determined Contribution | Contributions in Relation to the Actuarially Determined Contribution | Contribution Excess/ (Deficiency) | Covered Payroll | Contributions as a Percentage of Covered Payroll |
|-------------|-------------------------------------|----------------------------------------------------------------------|-----------------------------------|-----------------|--------------------------------------------------|
| 2014        | \$ 1,884,815                        | \$ 2,168,844                                                         | \$ 284,029                        | \$ 5,224,950    | 41.51%                                           |
| 2015        | 1,848,990                           | 2,202,138                                                            | 353,148                           | 5,308,713       | 41.48%                                           |
| 2016        | 1,728,496                           | 2,166,040                                                            | 437,544                           | 5,390,509       | 40.18%                                           |
| 2017        | 1,862,674                           | 1,864,498                                                            | 1,824                             | 5,585,881       | 33.38%                                           |
| 2018        | 1,897,942                           | 1,897,968                                                            | 26                                | 5,836,466       | 32.52%                                           |
| 2019        | 1,859,212                           | 1,915,164                                                            | 55,952                            | 6,026,152       | 31.78%                                           |

#### Notes to the Required Supplementary Information:

|                               |                                                                                                        |
|-------------------------------|--------------------------------------------------------------------------------------------------------|
| Actuarial Cost Method         | Entry Age Normal                                                                                       |
| Amortization Method           | Level % Pay (Closed)                                                                                   |
| Remaining Amortization Period | 23 Years                                                                                               |
| Asset Valuation Method        | 5-Year Smoothed Market                                                                                 |
| Inflation                     | 2.50%                                                                                                  |
| Salary Increases              | 4.00% - 9.73%                                                                                          |
| Investment Rate of Return     | 7.00%                                                                                                  |
| Retirement Age                | 50-65                                                                                                  |
| Mortality                     | RP 2014 Study, with Blue Collar Adjustment and improved generationally using MP-2016 Improvement Rates |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Illinois Municipal Retirement Fund

**Required Supplementary Information**  
**Schedule of Changes in the Employer's Net Pension Liability**  
**December 31, 2019**

|                                                                            | 12/31/14            |
|----------------------------------------------------------------------------|---------------------|
| Total Pension Liability                                                    |                     |
| Service Cost                                                               | \$ 964,574          |
| Interest                                                                   | 3,808,085           |
| Differences Between Expected and Actual Experience                         | (1,126,970)         |
| Change of Assumptions                                                      | 1,736,515           |
| Benefit Payments, Including Refunds of Member Contributions                | (2,148,231)         |
|                                                                            | <u>3,233,973</u>    |
| Net Change in Total Pension Liability                                      | 3,233,973           |
| Total Pension Liability - Beginning                                        | <u>51,366,296</u>   |
|                                                                            | <u>54,600,269</u>   |
| Plan Fiduciary Net Position                                                |                     |
| Contributions - Employer                                                   | \$ 1,071,994        |
| Contributions - Members                                                    | 369,278             |
| Net Investment Income                                                      | 2,892,087           |
| Benefit Payments, Including Refunds of Member Contributions                | (2,148,231)         |
| Other (Net Transfer)                                                       | (1,146,370)         |
|                                                                            | <u>1,038,758</u>    |
| Net Change in Plan Fiduciary Net Position                                  | 1,038,758           |
| Plan Net Position - Beginning                                              | <u>47,764,745</u>   |
|                                                                            | <u>48,803,503</u>   |
| Employer's Net Pension Liability                                           | <u>\$ 5,796,766</u> |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | 89.38%              |
| Covered Payroll                                                            | \$ 8,195,678        |
| Employer's Net Pension Liability as a Percentage of Covered Payroll        | 70.73%              |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 12/31/15    | 12/31/16    | 12/31/17    | 12/31/18    |
|-------------|-------------|-------------|-------------|
| 860,654     | 871,953     | 858,070     | 843,915     |
| 4,031,299   | 4,310,485   | 4,434,597   | 4,483,157   |
| 1,338,146   | (921,372)   | 40,460      | 582,645     |
| 145,117     | (220,386)   | (1,963,662) | 1,849,878   |
| (2,416,367) | (2,582,301) | (2,637,150) | (2,792,678) |
| 3,958,849   | 1,458,379   | 732,315     | 4,966,917   |
| 54,600,269  | 58,559,118  | 60,017,497  | 60,749,812  |
| 58,559,118  | 60,017,497  | 60,749,812  | 65,716,729  |
| 1,093,142   | 1,112,901   | 1,164,635   | 1,218,342   |
| 402,168     | 428,936     | 377,312     | 394,144     |
| 241,715     | 3,350,903   | 8,949,122   | (2,997,666) |
| (2,416,367) | (2,582,301) | (2,637,150) | (2,792,678) |
| 520,582     | (346,357)   | (974,388)   | 938,575     |
| (158,760)   | 1,964,082   | 6,879,531   | (3,239,283) |
| 48,803,503  | 48,644,743  | 50,608,825  | 57,488,356  |
| 48,644,743  | 50,608,825  | 57,488,356  | 54,249,073  |
| 9,914,375   | 9,408,672   | 3,261,456   | 11,467,656  |
| 83.07%      | 84.32%      | 94.63%      | 82.55%      |
| 8,157,772   | 8,023,803   | 8,384,700   | 8,758,756   |
| 121.53%     | 117.26%     | 38.90%      | 130.93%     |



## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Police Pension Fund

**Required Supplementary Information**  
**Schedule of Changes in the Employer's Net Pension Liability**  
**December 31, 2019**

|                                                                            | 2014                     |
|----------------------------------------------------------------------------|--------------------------|
| Total Pension Liability                                                    |                          |
| Service Cost                                                               | \$ 1,415,171             |
| Interest                                                                   | 5,318,732                |
| Differences Between Expected and Actual Experience                         | -                        |
| Change of Assumptions                                                      | -                        |
| Change of Benefit Terms                                                    | -                        |
| Benefit Payments, Including Refunds of Member Contributions                | <u>(2,747,592)</u>       |
| Net Change in Total Pension Liability                                      | 3,986,311                |
| Total Pension Liability - Beginning                                        | <u>77,355,682</u>        |
| Total Pension Liability - Ending                                           | <u><u>81,341,993</u></u> |
| Plan Fiduciary Net Position                                                |                          |
| Contributions - Employer                                                   | \$ 2,083,758             |
| Contributions - Members                                                    | 654,693                  |
| Contributions - Other                                                      | -                        |
| Net Investment Income                                                      | 3,756,487                |
| Benefit Payments, Including Refunds of Member Contributions                | (2,747,592)              |
| Administrative Expense                                                     | <u>(33,343)</u>          |
| Net Change in Plan Fiduciary Net Position                                  | 3,714,003                |
| Plan Net Position - Beginning                                              | <u>52,540,449</u>        |
| Plan Net Position - Ending                                                 | <u><u>56,254,452</u></u> |
| Employer's Net Pension Liability                                           | <u><u>25,087,541</u></u> |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | 69.16%                   |
| Covered Payroll                                                            | \$ 5,984,178             |
| Employer's Net Pension Liability as a Percentage of Covered Payroll        | 419.23%                  |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 2015        | 2016        | 2017        | 2018        | 2019        |
|-------------|-------------|-------------|-------------|-------------|
| 1,386,660   | 1,534,051   | 1,637,139   | 1,628,794   | 1,649,198   |
| 5,438,273   | 5,861,687   | 6,171,179   | 6,489,093   | 6,772,474   |
| (1,015,708) | 358,140     | 353,405     | (92,557)    | 1,380,756   |
| 4,811,344   | 170,816     | (3,590,403) | -           | 1,501,809   |
| -           | -           | -           | -           | 425,172     |
| (2,969,657) | (3,283,543) | (3,602,086) | (3,803,918) | (4,150,161) |
| 7,650,912   | 4,641,151   | 969,234     | 4,221,412   | 7,579,248   |
| 81,341,993  | 88,992,905  | 93,634,056  | 94,603,290  | 98,824,702  |
| 88,992,905  | 93,634,056  | 94,603,290  | 98,824,702  | 106,403,950 |
| 2,284,315   | 2,430,017   | 2,524,306   | 2,668,632   | 2,899,820   |
| 669,077     | 622,198     | 627,548     | 674,488     | 660,350     |
| -           | -           | 117,147     | 28,742      | 83,945      |
| 186,635     | 3,418,114   | 8,300,527   | (2,726,611) | 13,161,796  |
| (2,969,657) | (3,283,543) | (3,602,086) | (3,803,919) | (4,150,161) |
| (39,870)    | (43,969)    | (62,733)    | (51,073)    | (59,767)    |
| 130,500     | 3,142,817   | 7,904,709   | (3,209,741) | 12,595,983  |
| 56,254,452  | 56,384,952  | 59,527,769  | 67,432,478  | 64,222,737  |
| 56,384,952  | 59,527,769  | 67,432,478  | 64,222,737  | 76,818,720  |
| 32,607,953  | 34,106,287  | 27,170,812  | 34,601,965  | 29,585,230  |
| 63.36%      | 63.57%      | 71.28%      | 64.99%      | 72.20%      |
| 6,056,962   | 6,406,672   | 6,565,793   | 6,738,022   | 6,957,008   |
| 538.35%     | 532.36%     | 413.82%     | 513.53%     | 425.26%     |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Firefighters' Pension Fund

Required Supplementary Information  
 Schedule of Changes in the Employer's Net Pension Liability  
 December 31, 2019

|                                                                            | 2014                     |
|----------------------------------------------------------------------------|--------------------------|
| Total Pension Liability                                                    |                          |
| Service Cost                                                               | \$ 1,378,069             |
| Interest                                                                   | 4,304,137                |
| Differences Between Expected and Actual Experience                         | 218,159                  |
| Change of Assumptions                                                      | (938,734)                |
| Change in Benefit Terms                                                    | -                        |
| Benefit Payments, Including Refunds of Member Contributions                | <u>(1,943,411)</u>       |
| Net Change in Total Pension Liability                                      | 3,018,220                |
| Total Pension Liability - Beginning                                        | <u>62,459,374</u>        |
| Total Pension Liability - Ending                                           | <u><u>65,477,594</u></u> |
| Plan Fiduciary Net Position                                                |                          |
| Contributions - Employer                                                   | \$ 2,168,844             |
| Contributions - Members                                                    | 502,014                  |
| Contributions - Other                                                      | -                        |
| Net Investment Income                                                      | 3,195,916                |
| Benefit Payments, Including Refunds of Member Contributions                | (1,943,409)              |
| Administrative Expense                                                     | <u>(42,368)</u>          |
| Net Change in Plan Fiduciary Net Position                                  | 3,880,997                |
| Plan Net Position - Beginning                                              | <u>45,275,721</u>        |
| Plan Net Position - Ending                                                 | <u><u>49,156,718</u></u> |
| Employer's Net Pension Liability                                           | <u><u>16,320,876</u></u> |
| Plan Fiduciary Net Position as a Percentage of the Total Pension Liability | 75.07%                   |
| Covered Payroll                                                            | \$ 5,224,950             |
| Employer's Net Pension Liability as a Percentage of Covered Payroll        | 312.36%                  |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 2015        | 2016        | 2017        | 2018        | 2019        |
|-------------|-------------|-------------|-------------|-------------|
| 1,179,270   | 1,260,242   | 1,348,459   | 1,325,255   | 1,264,639   |
| 4,508,473   | 4,757,917   | 4,961,836   | 5,226,040   | 5,477,561   |
| (1,080,688) | (133,067)   | 204,895     | 234,796     | 1,246,145   |
| 1,139,953   | (588,791)   | -           | -           | 1,195,177   |
| -           | -           | -           | -           | 640,951     |
| (2,141,668) | (2,225,410) | (2,540,912) | (2,940,773) | (3,445,092) |
| 3,605,340   | 3,070,891   | 3,974,278   | 3,845,318   | 6,379,381   |
| 65,477,594  | 69,082,934  | 72,153,825  | 76,128,103  | 79,973,421  |
| 69,082,934  | 72,153,825  | 76,128,103  | 79,973,421  | 86,352,802  |
| 2,202,138   | 2,166,040   | 1,863,911   | 1,897,968   | 1,915,164   |
| 524,714     | 516,422     | 520,184     | 533,534     | 542,215     |
| -           | -           | 588         | -           | -           |
| 654,625     | 3,415,513   | 7,601,179   | (2,917,744) | 11,064,141  |
| (2,141,668) | (2,225,410) | (2,540,912) | (2,940,773) | (3,445,092) |
| (48,363)    | (42,284)    | (60,925)    | (75,110)    | (104,664)   |
| 1,191,446   | 3,830,281   | 7,384,025   | (3,502,125) | 9,971,764   |
| 49,156,718  | 50,348,164  | 54,178,445  | 61,562,470  | 58,060,345  |
| 50,348,164  | 54,178,445  | 61,562,470  | 58,060,345  | 68,032,109  |
| 18,734,770  | 17,975,380  | 14,565,633  | 21,913,076  | 18,320,693  |
| 72.88%      | 75.09%      | 80.87%      | 72.60%      | 78.78%      |
| 5,308,713   | 5,390,509   | 5,585,881   | 5,836,466   | 6,026,152   |
| 352.91%     | 333.46%     | 260.76%     | 375.45%     | 304.02%     |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Police Pension Fund**

### **Required Supplementary Information Schedule of Investment Returns December 31, 2019**

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| Fiscal<br>Year | Annual Money-<br>Weighted Rate<br>of Return, Net<br>of Investment<br>Expense |
|----------------|------------------------------------------------------------------------------|
| 2014           | 7.00%                                                                        |
| 2015           | 0.67%                                                                        |
| 2016           | 5.71%                                                                        |
| 2017           | 14.38%                                                                       |
| 2018           | (4.09%)                                                                      |
| 2019           | 20.58%                                                                       |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Firefighters' Pension Fund**

### **Required Supplementary Information Schedule of Investment Returns December 31, 2019**

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| Fiscal<br>Year | Annual Money-<br>Weighted Rate<br>of Return, Net<br>of Investment<br>Expense |
|----------------|------------------------------------------------------------------------------|
| 2014           | 7.08%                                                                        |
| 2015           | 1.32%                                                                        |
| 2016           | 6.78%                                                                        |
| 2017           | 14.05%                                                                       |
| 2018           | (4.77%)                                                                      |
| 2019           | 19.23%                                                                       |

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Retiree Benefit Plan

**Required Supplementary Information**  
**Schedule of Changes in the Employer's Total OPEB Liability**  
**December 31, 2019**

|                                                         | 2018          | 2019       |
|---------------------------------------------------------|---------------|------------|
| Total OPEB Liability                                    |               |            |
| Service Cost                                            | \$ 298,851    | 263,570    |
| Interest                                                | 321,987       | 360,862    |
| Changes in Benefit Terms                                | -             | -          |
| Differences Between Expected and Actual Experience      | -             | -          |
| Change of Assumptions or Other Inputs                   | (774,109)     | 2,158,863  |
| Benefit Payments                                        | (389,489)     | (409,592)  |
| Net Change in Total OPEB Liability                      | (542,760)     | 2,373,703  |
| Total OPEB Liability - Beginning                        | 9,548,871     | 9,006,111  |
| Total OPEB Liability - Ending                           | 9,006,111     | 11,379,814 |
| Covered Payroll                                         | \$ 21,900,270 | 22,925,736 |
| Total OPEB Liability as a Percentage of Covered Payroll | 41.12%        | 49.64%     |

## Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

*Changes of Assumptions.* Changes in assumptions related to the discount rate were made in 2019 and 2020.

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## General Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the Fiscal Year Ended December 31, 2019**

|                                                              | Original<br>Budget | Final<br>Budget | Actual      |
|--------------------------------------------------------------|--------------------|-----------------|-------------|
| <b>Revenues</b>                                              |                    |                 |             |
| Property Taxes                                               | \$ 15,488,452      | 15,488,452      | 15,457,525  |
| Other Taxes                                                  | 10,185,000         | 10,185,000      | 9,835,616   |
| Intergovernmental                                            | 12,306,795         | 12,306,795      | 12,458,416  |
| Charges for Services                                         | 1,259,895          | 1,259,895       | 1,695,032   |
| Licenses and Permits                                         | 329,100            | 329,100         | 362,747     |
| Fines and Forfeitures                                        | 2,902,700          | 2,902,700       | 2,938,063   |
| Interest                                                     | 275,300            | 275,300         | 807,330     |
| Miscellaneous                                                | 1,153,850          | 1,153,850       | 2,659,206   |
| Total Revenues                                               | 43,901,092         | 43,901,092      | 46,213,935  |
| <b>Expenditures</b>                                          |                    |                 |             |
| Current                                                      |                    |                 |             |
| General Government                                           | 6,376,751          | 6,540,096       | 6,061,345   |
| Public Safety                                                | 28,531,372         | 28,531,372      | 27,561,835  |
| Public Works                                                 | 7,521,828          | 7,521,828       | 6,091,633   |
| Capital Outlay                                               | 300,000            | 300,000         | 220,407     |
| Total Expenditures                                           | 42,729,951         | 42,893,296      | 39,935,220  |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | 1,171,141          | 1,007,796       | 6,278,715   |
| <b>Other Financing Sources (Uses)</b>                        |                    |                 |             |
| Sale of Capital Assets                                       | -                  | -               | 163,085     |
| Transfers In                                                 | 877,000            | 877,000         | 1,009,404   |
| Transfers Out                                                | (1,748,607)        | (1,748,607)     | (4,159,708) |
|                                                              | (871,607)          | (871,607)       | (2,987,219) |
| Net Change in Fund Balance                                   | 299,534            | 136,189         | 3,291,496   |
| Fund Balance - Beginning                                     |                    |                 | 24,606,755  |
| Fund Balance - Ending                                        |                    |                 | 27,898,251  |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



## OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Major Enterprise Funds
- Combining Statements – Nonmajor Enterprise Funds
- Budgetary Comparison Schedules – Nonmajor Enterprise Funds
- Combining Statements – Internal Service Funds
- Budgetary Comparison Schedules – Internal Service Funds
- Combining Statements – Pension Trust Funds
- Budgetary Comparison Schedules – Pension Trust Funds
- Consolidated Year-End Financial Report

## COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

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### GENERAL FUND

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

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### SPECIAL REVENUE FUNDS

The Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than fiduciary funds or capital projects funds) that are legally restricted to expenditure for specified purposes.

#### Motor Fuel Tax Fund

The Motor Fuel Tax Fund is used to account for expenditures related to approved motor fuel tax projects and revenue from the state gasoline tax as collected and distributed by the State of Illinois.

#### Metra Parking Lot Fund

The Metra Parking Lot fund is used to account for revenue generated and costs incurred from the operation of the Metra parking lot operated by the Village.

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### DEBT SERVICE FUND

The Debt Service Fund is used to account for monies restricted, committed or assigned to pay for principal and interest payments on the Village's debt obligations.

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### CAPITAL PROJECTS FUNDS

The Capital Projects Funds are used to account for all resources used for the acquisition of capital assets except those financed by Proprietary Funds.

#### Facilities Development Fund

The Facilities Development Fund is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's capital facilities.

#### Street Maintenance Fund

The Street Maintenance Fund is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's roadways.

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## COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

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### ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose.

#### Water and Sewerage Fund

The Water and Sewerage Fund is used to account for the revenue and expenses related to the operation of the water and sewerage system.

#### Arboretum Golf Fund

The Arboretum Fund is used to account for the revenues and expenses related to the operation of the Arboretum golf course.

#### Buffalo Grove Golf Fund

The Buffalo Grove Golf Fund is used to account for revenue and expenses associated with operating the Villages golf course.

#### Refuse Service Fund

The Refuse Fund is used to account for refuse services contracted by the Village for the benefit of its citizens by a private entity. The fund is financed by the fees charged to residents by the private entity and remitted back to the Village of Buffalo Grove.

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### INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies other governmental unit, or to other governmental units, on a cost-reimbursement basis.

#### Information Technology Fund

The Technology Fund is used to account for all costs associated with providing technology services to all departments in the Village. This fund accounts for global technology costs, shared, and/or exclusive department specific hardware, software, and other technology needs. Costs are assessed to each department by combining the cost of all direct and indirect/shared services as incurred. The indirect/shared costs are charged back per the user base of service(s).

## **COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES**

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### **INTERNAL SERVICE FUNDS – Continued**

#### **Central Garage Fund**

The Central Garage Fund is used to account for the activities required to operate and maintain the Village's automotive fleet. Department charges are derived from the work order process; which documents the type of work performed and cost(s) associated with the work.

#### **Building Maintenance Fund**

The Building Maintenance Fund is used to account for providing a clean, healthy, and safe working environment in Village facilities, meeting area's and public area's.

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### **TRUST AND AGENCY FUNDS**

#### **PENSION TRUST FUNDS**

##### **Police Pension Fund**

The Police Pension Fund is used to account for the resources necessary to provide retirement and disability pension benefits to full-time sworn police personnel. Although this is a single-employer pension plan, the defined benefits and employer and employee contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. Financing is provided by the Village contributions, employee payroll withholdings, and investment income.

##### **Firefighter's Pension Fund**

The Firefighters' Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the fire department at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

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# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Facilities Development - Capital Projects Fund**

### **Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2019**

|                                                              | Original<br>Budget | Final<br>Budget | Actual    |
|--------------------------------------------------------------|--------------------|-----------------|-----------|
| Revenues                                                     |                    |                 |           |
| Miscellaneous                                                | \$ -               | -               | -         |
| Expenditures                                                 |                    |                 |           |
| Capital Outlay                                               | 535,195            | 535,195         | 769,584   |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | (535,195)          | (535,195)       | (769,584) |
| Other Financing Sources                                      |                    |                 |           |
| Transfers In                                                 | 535,195            | 535,195         | 1,011,593 |
| Net Change in Fund Balance                                   | -                  | -               | 242,009   |
| Fund Balance - Beginning                                     |                    |                 | (239,432) |
| Fund Balance - Ending                                        |                    |                 | 2,577     |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Street Maintenance - Capital Projects Fund**

### **Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2019**

|                                                              | Original<br>Budget | Final<br>Budget | Actual      |
|--------------------------------------------------------------|--------------------|-----------------|-------------|
| Revenues                                                     |                    |                 |             |
| Intergovernmental                                            | \$ -               | -               | 254,814     |
| Miscellaneous                                                | -                  | -               | 35,125      |
| Total Revenues                                               | -                  | -               | 289,939     |
| Expenditures                                                 |                    |                 |             |
| Capital Outlay                                               | 1,105,000          | 1,105,000       | 2,699,384   |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | (1,105,000)        | (1,105,000)     | (2,409,445) |
| Other Financing Sources                                      |                    |                 |             |
| Transfers In                                                 | 1,105,000          | 1,105,000       | 2,696,703   |
| Net Change in Fund Balance                                   | -                  | -               | 287,258     |
| Fund Balance - Beginning                                     |                    |                 | (28,828)    |
| Fund Balance - Ending                                        |                    |                 | 258,430     |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Nonmajor Governmental Funds

Combining Balance Sheet  
December 31, 2019

|                                                        | Special Revenue      |                      |                 |           |
|--------------------------------------------------------|----------------------|----------------------|-----------------|-----------|
|                                                        | Motor<br>Fuel<br>Tax | Metra<br>Parking Lot | Debt<br>Service | Totals    |
| <b>ASSETS</b>                                          |                      |                      |                 |           |
| Cash and Investments                                   | \$ 1,134,158         | 37,911               | -               | 1,172,069 |
| Receivables - Net of Allowances                        |                      |                      |                 |           |
| Property Taxes                                         | -                    | -                    | 898,459         | 898,459   |
| Other                                                  | 182,155              | -                    | 26,206          | 208,361   |
| Total Assets                                           | 1,316,313            | 37,911               | 924,665         | 2,278,889 |
| <b>LIABILITIES</b>                                     |                      |                      |                 |           |
| Accounts Payable                                       | -                    | 459                  | -               | 459       |
| Due to Other Funds                                     | -                    | -                    | 25,403          | 25,403    |
| Total Liabilities                                      | -                    | 459                  | 25,403          | 25,862    |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                   |                      |                      |                 |           |
| Property Taxes                                         | -                    | -                    | 898,459         | 898,459   |
| Total Liabilities and Deferred Inflows<br>of Resources | -                    | 459                  | 923,862         | 924,321   |
| <b>FUND BALANCES</b>                                   |                      |                      |                 |           |
| Restricted                                             | 1,316,313            | 37,452               | 803             | 1,354,568 |
| Total Liabilities and Fund Balances                    | 1,316,313            | 37,911               | 924,665         | 2,278,889 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Fiscal Year Ended December 31, 2019

|                                                              | Special Revenue      |                      |                 |             |
|--------------------------------------------------------------|----------------------|----------------------|-----------------|-------------|
|                                                              | Motor<br>Fuel<br>Tax | Metra<br>Parking Lot | Debt<br>Service | Totals      |
| Revenues                                                     |                      |                      |                 |             |
| Taxes                                                        | \$ -                 | -                    | 864,351         | 864,351     |
| Intergovernmental                                            | 1,361,314            | -                    | -               | 1,361,314   |
| Charges for Services                                         | -                    | 752                  | -               | 752         |
| Fines and Forfeitures                                        | -                    | 183,048              | -               | 183,048     |
| Total Revenues                                               | 1,361,314            | 183,800              | 864,351         | 2,409,465   |
| Expenditures                                                 |                      |                      |                 |             |
| Current                                                      |                      |                      |                 |             |
| General Government                                           | -                    | 231,811              | -               | 231,811     |
| Public Works                                                 | 1,249,978            | -                    | -               | 1,249,978   |
| Debt Service                                                 |                      |                      |                 |             |
| Principal Retirement                                         | -                    | -                    | 1,210,000       | 1,210,000   |
| Interest and Fiscal Charges                                  | -                    | -                    | 325,743         | 325,743     |
| Total Expenditures                                           | 1,249,978            | 231,811              | 1,535,743       | 3,017,532   |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | 111,336              | (48,011)             | (671,392)       | (608,067)   |
| Other Financing Sources (Uses)                               |                      |                      |                 |             |
| Debt Issuance                                                | -                    | -                    | 1,449,275       | 1,449,275   |
| Payment to Escrow Agent                                      | -                    | -                    | (1,457,080)     | (1,457,080) |
| Transfers In                                                 | -                    | -                    | 680,000         | 680,000     |
| Transfers Out                                                | -                    | (12,000)             | -               | (12,000)    |
|                                                              | -                    | (12,000)             | 672,195         | 660,195     |
| Net Change in Fund Balances                                  | 111,336              | (60,011)             | 803             | 52,128      |
| Fund Balances - Beginning                                    | 1,204,977            | 97,463               | -               | 1,302,440   |
| Fund Balances - Ending                                       | 1,316,313            | 37,452               | 803             | 1,354,568   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Motor Fuel Tax - Special Revenue Fund**

### **Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2019**

|                            | Original<br>Budget | Final<br>Budget  | Actual                  |
|----------------------------|--------------------|------------------|-------------------------|
| Revenues                   |                    |                  |                         |
| Intergovernmental          |                    |                  |                         |
| Motor Fuel Tax             | \$ 1,000,000       | 1,000,000        | 1,361,314               |
| Expenditures               |                    |                  |                         |
| Current                    |                    |                  |                         |
| Public Works               | 1,500,000          | 1,500,000        | 1,249,978               |
| Net Change in Fund Balance | <u>(500,000)</u>   | <u>(500,000)</u> | 111,336                 |
| Fund Balance - Beginning   |                    |                  | <u>1,204,977</u>        |
| Fund Balance - Ending      |                    |                  | <u><u>1,316,313</u></u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Metra Parking Lot - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual  
For the Fiscal Year Ended December 31, 2019

|                                                              | Original<br>Budget | Final<br>Budget | Actual   |
|--------------------------------------------------------------|--------------------|-----------------|----------|
| Revenues                                                     |                    |                 |          |
| Charges for Services                                         | \$ 1,000           | 1,000           | 752      |
| Fines and Forfeitures                                        | 205,000            | 205,000         | 183,048  |
| Total Revenues                                               | 206,000            | 206,000         | 183,800  |
| Expenditures                                                 |                    |                 |          |
| Current                                                      |                    |                 |          |
| General Government                                           | 300,024            | 300,024         | 231,811  |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | (94,024)           | (94,024)        | (48,011) |
| Other Financing (Uses)                                       |                    |                 |          |
| Transfers Out                                                | (12,000)           | (12,000)        | (12,000) |
| Net Change in Fund Balance                                   | (106,024)          | (106,024)       | (60,011) |
| Fund Balance - Beginning                                     |                    |                 | 97,463   |
| Fund Balance - Ending                                        |                    |                 | 37,452   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Debt Service Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the Fiscal Year Ended December 31, 2019**

|                                                              | Original<br>Budget | Final<br>Budget | Actual      |
|--------------------------------------------------------------|--------------------|-----------------|-------------|
| Revenues                                                     |                    |                 |             |
| Taxes                                                        |                    |                 |             |
| Property Taxes                                               | \$ 1,037,119       | 1,037,119       | 864,351     |
| Expenditures                                                 |                    |                 |             |
| Debt Service                                                 |                    |                 |             |
| Principal Retirement                                         | 1,210,000          | 1,210,000       | 1,210,000   |
| Interest and Fiscal Charges                                  | 336,119            | 336,119         | 325,743     |
| Total Expenditures                                           | 1,546,119          | 1,546,119       | 1,535,743   |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | (509,000)          | (509,000)       | (671,392)   |
| Other Financing Sources (Uses)                               |                    |                 |             |
| Debt Issuance                                                | -                  | -               | 1,449,275   |
| Payment to Escrow Agent                                      | -                  | -               | (1,457,080) |
| Transfers In                                                 | 504,000            | 504,000         | 680,000     |
|                                                              | 504,000            | 504,000         | 672,195     |
| Net Change in Fund Balance                                   | (5,000)            | (5,000)         | 803         |
| Fund Balance - Beginning                                     |                    |                 | -           |
| Fund Balance - Ending                                        |                    |                 | 803         |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Water and Sewerage - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual  
For the Fiscal Year Ended December 31, 2019

|                                           | Original<br>Budget | Final<br>Budget | Actual      |
|-------------------------------------------|--------------------|-----------------|-------------|
| Operating Revenues                        |                    |                 |             |
| Charges for Services                      |                    |                 |             |
| Water and Sewer Charges                   | \$ 11,905,200      | 11,905,200      | 10,525,574  |
| Connection and Recapture Fees             | 105,800            | 105,800         | 138,192     |
| Miscellaneous                             | -                  | -               | 274,269     |
| Total Operating Revenues                  | 12,011,000         | 12,011,000      | 10,938,035  |
| Operating Expenses                        |                    |                 |             |
| Operations                                |                    |                 |             |
| Water                                     | 1,924,416          | 1,924,416       | 1,892,902   |
| Sewer                                     | 4,361,372          | 4,361,372       | 4,062,032   |
| Water Purchases                           | 1,725,000          | 1,725,000       | 1,722,150   |
| Capital Outlay                            | 2,522,344          | 2,522,344       | 2,247,604   |
| Total Operating Expenses                  | 10,533,132         | 10,533,132      | 9,924,688   |
| Operating Income                          | 1,477,868          | 1,477,868       | 1,013,347   |
| Nonoperating Revenue (Expenses)           |                    |                 |             |
| Interest Income                           | 20,500             | 20,500          | 487,333     |
| Interest Expense                          | (146,338)          | (146,338)       | (153,805)   |
|                                           | (125,838)          | (125,838)       | 333,528     |
| Income Before Contributions and Transfers | 1,352,030          | 1,352,030       | 1,346,875   |
| Capital Contributions                     | -                  | -               | 350,000     |
| Transfers Out                             | (945,000)          | (945,000)       | (957,600)   |
|                                           | (945,000)          | (945,000)       | (607,600)   |
| Income Before GAAP Adjustments            | 407,030            | 407,030         | 739,275     |
| Beginning Net Position - Budgetary Basis  |                    |                 | (1,176,631) |
| Ending Net Position - Budgetary Basis     |                    |                 | (437,356)   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Water and Sewerage - Enterprise Fund**

### **Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued For the Fiscal Year Ended December 31, 2019**

|                                | Original<br>Budget | Final<br>Budget  | Actual            |
|--------------------------------|--------------------|------------------|-------------------|
| Income Before GAAP Adjustments | \$ 407,030         | 407,030          | 739,275           |
| GAAP Adjustments               |                    |                  |                   |
| Capitalized Assets             | -                  | -                | 2,017,749         |
| Depreciation                   | -                  | -                | (1,611,101)       |
|                                | -                  | -                | 406,648           |
| Change in Net Position         | <u>1,352,030</u>   | <u>1,352,030</u> | 1,145,923         |
| Net Position - Beginning       |                    |                  | <u>39,154,070</u> |
| Net Position - Ending          |                    |                  | <u>40,299,993</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Arboretum Golf - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual**  
**For the Fiscal Year Ended December 31, 2019**

|                                          | Original<br>Budget | Final<br>Budget | Actual    |
|------------------------------------------|--------------------|-----------------|-----------|
| Operating Revenues                       |                    |                 |           |
| Charges for Services                     |                    |                 |           |
| Daily Greens Fee and Membership          | \$ 804,000         | 804,000         | 637,944   |
| Merchandise Sales                        | 52,000             | 52,000          | 47,440    |
| Cart, Club and Other Rentals             | 277,900            | 277,900         | 231,837   |
| Miscellaneous                            | 116,160            | 116,160         | 107,853   |
| Total Operating Revenues                 | 1,250,060          | 1,250,060       | 1,025,074 |
| Operating Expenses                       |                    |                 |           |
| Operations                               |                    |                 |           |
| Golf Operations                          | 1,261,512          | 1,261,512       | 1,194,900 |
| Cost of Sales - Pro Shop                 | 45,000             | 45,000          | 31,570    |
| Capital Outlay                           | 35,000             | 35,000          | 21,359    |
| Total Operating Expenses                 | 1,341,512          | 1,341,512       | 1,247,829 |
| (Loss) Before Transfers                  | (91,452)           | (91,452)        | (222,755) |
| Transfers In                             | 91,452             | 91,452          | 292,452   |
| Transfers Out                            | -                  | -               | (10,000)  |
|                                          | 91,452             | 91,452          | 282,452   |
| Income Before GAAP Adjustments           | -                  | -               | 59,697    |
| Beginning Net Position - Budgetary Basis |                    |                 | 836,555   |
| Ending Net Position - Budgetary Basis    |                    |                 | 896,252   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

**VILLAGE OF BUFFALO GROVE, ILLINOIS**

**Arboretum Golf - Enterprise Fund**

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued  
For the Fiscal Year Ended December 31, 2019**

|                                | Original<br>Budget | Final<br>Budget | Actual    |
|--------------------------------|--------------------|-----------------|-----------|
| Income Before GAAP Adjustments | \$ -               | -               | 59,697    |
| GAAP Adjustments               |                    |                 |           |
| Depreciation                   | -                  | -               | (430,258) |
| Change in Net Position         | -                  | -               | (370,561) |
| Net Position - Beginning       |                    |                 | 6,794,547 |
| Net Position - Ending          |                    |                 | 6,423,986 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Nonmajor Enterprise Funds

Combining Statement of Net Position  
December 31, 2019

|                                                 | Buffalo Grove<br>Golf | Refuse<br>Service | Totals      |
|-------------------------------------------------|-----------------------|-------------------|-------------|
| <b>ASSETS</b>                                   |                       |                   |             |
| Current Assets                                  |                       |                   |             |
| Cash and Investments                            | \$ 85,685             | 265,036           | 350,721     |
| Inventories                                     | 18,962                | -                 | 18,962      |
| Total Current Assets                            | 104,647               | 265,036           | 369,683     |
| Noncurrent Assets                               |                       |                   |             |
| Capital Assets                                  |                       |                   |             |
| Nondepreciable                                  | 978,776               | -                 | 978,776     |
| Depreciable                                     | 3,236,208             | -                 | 3,236,208   |
| Accumulated Depreciation                        | (2,496,214)           | -                 | (2,496,214) |
| Total Noncurrent Assets                         | 1,718,770             | -                 | 1,718,770   |
| Total Assets                                    | 1,823,417             | 265,036           | 2,088,453   |
| <b>DEFERRED OUTFLOWS OF RESOURCES</b>           |                       |                   |             |
| Deferred Items - IMRF                           | 139,680               | -                 | 139,680     |
| Deferred Items - RBP                            | 13,779                | -                 | 13,779      |
| Total Deferred Outflows of Resources            | 153,459               | -                 | 153,459     |
| Total Assets and Deferred Outflows of Resources | 1,976,876             | 265,036           | 2,241,912   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



|                                                                       | Buffalo Grove<br>Golf | Refuse<br>Service | Totals    |
|-----------------------------------------------------------------------|-----------------------|-------------------|-----------|
| <b>LIABILITIES</b>                                                    |                       |                   |           |
| Current Liabilities                                                   |                       |                   |           |
| Accounts Payable                                                      | \$ 3,892              | 68,755            | 72,647    |
| Accrued Payroll                                                       | 5,265                 | -                 | 5,265     |
| Deposit Payable                                                       | 6,745                 | -                 | 6,745     |
| Compensated Absences Payable                                          | 4,955                 | -                 | 4,955     |
| Total Current Liabilities                                             | 20,857                | 68,755            | 89,612    |
| Noncurrent Liabilities                                                |                       |                   |           |
| Compensated Absences Payable                                          | 19,820                | -                 | 19,820    |
| Net Pension Liability - IMRF                                          | 244,323               | -                 | 244,323   |
| Total OPEB Liability - RBP                                            | 80,940                | -                 | 80,940    |
| Total Noncurrent Liabilities                                          | 345,083               | -                 | 345,083   |
| Total Liabilities                                                     | 365,940               | 68,755            | 434,695   |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                       |                   |           |
| Deferred Items - IMRF                                                 | 29,275                | -                 | 29,275    |
| Deferred Items - RBP                                                  | 4,375                 | -                 | 4,375     |
| Total Deferred Inflows of Resources                                   | 33,650                | -                 | 33,650    |
| Total Liabilities and Deferred Inflow of Resources                    | 399,590               | 68,755            | 468,345   |
| <b>NET POSITION</b>                                                   |                       |                   |           |
| Investment in Capital Assets                                          | 1,718,770             | -                 | 1,718,770 |
| Unrestricted (Deficit)                                                | (141,484)             | 196,281           | 54,797    |
| Total Net Position                                                    | 1,577,286             | 196,281           | 1,773,567 |
| Total Liabilities, Deferred Inflows of Resources,<br>and Net Position | 1,976,876             | 265,036           | 2,241,912 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Nonmajor Enterprise Funds

Combining Statement of Revenues, Expenses and Changes in Net Position  
For the Fiscal Year Ended December 31, 2019

|                                | Buffalo Grove<br>Golf | Refuse<br>Service | Totals    |
|--------------------------------|-----------------------|-------------------|-----------|
| Operating Revenues             |                       |                   |           |
| Charges for Services           | \$ 1,014,510          | 1,058,282         | 2,072,792 |
| Operating Expenses             |                       |                   |           |
| Operations                     |                       |                   |           |
| Golf Operations                | 1,006,828             | -                 | 1,006,828 |
| Cost of Sales - Pro Shop       | 53,526                | -                 | 53,526    |
| Refuse                         | -                     | 816,849           | 816,849   |
| Capital Outlay                 | 3,278                 | -                 | 3,278     |
| Depreciation                   | 86,449                | -                 | 86,449    |
| Total Operating Expenses       | 1,150,081             | 816,849           | 1,966,930 |
| Income (Loss) Before Transfers | (135,571)             | 241,433           | 105,862   |
| Transfers In                   | 158,960               | -                 | 158,960   |
| Transfers Out                  | (70,600)              | (600,000)         | (670,600) |
|                                | 88,360                | (600,000)         | (511,640) |
| Change in Net Position         | (47,211)              | (358,567)         | (405,778) |
| Net Position - Beginning       | 1,624,497             | 554,848           | 2,179,345 |
| Net Position - Ending          | 1,577,286             | 196,281           | 1,773,567 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Nonmajor Enterprise Funds

Combining Statement of Cash Flows  
For the Fiscal Year Ended December 31, 2019

|                                                         | Buffalo Grove<br>Golf | Refuse<br>Service | Totals      |
|---------------------------------------------------------|-----------------------|-------------------|-------------|
| Cash Flows from Operating Activities                    |                       |                   |             |
| Receipts from Customers and Users                       | \$ 1,038,832          | 1,058,282         | 2,097,114   |
| Payments to Employees                                   | (275,533)             | -                 | (275,533)   |
| Payments to Suppliers                                   | (829,434)             | (748,094)         | (1,577,528) |
|                                                         | (66,135)              | 310,188           | 244,053     |
| Cash Flows from Noncapital Financing Activities         |                       |                   |             |
| Transfers In                                            | 158,960               | -                 | 158,960     |
| Transfers Out                                           | (70,600)              | (600,000)         | (670,600)   |
|                                                         | 88,360                | (600,000)         | (511,640)   |
| Net Change in Cash and Cash Equivalents                 | 22,225                | (289,812)         | (267,587)   |
| Cash and Cash Equivalents - Beginning                   | 63,460                | 554,848           | 618,308     |
| Cash and Cash Equivalents - Ending                      | 85,685                | 265,036           | 350,721     |
| Reconciliation of Operating Income to Net Cash          |                       |                   |             |
| Provided (Used) by Operating Activities                 |                       |                   |             |
| Operating Income (Loss)                                 | (135,571)             | 241,433           | 105,862     |
| Adjustments to Reconcile Operating Income to Net Income |                       |                   |             |
| to Net Cash Provided by (Used in) Operating Activities  |                       |                   |             |
| Depreciation and Amortization Expense                   | 86,449                | -                 | 86,449      |
| Other Income (Expense)                                  | (29,662)              | -                 | (29,662)    |
| (Increase) Decrease in Current Assets                   | 24,322                | -                 | 24,322      |
| Increase (Decrease) in Current Liabilities              | (11,673)              | 68,755            | 57,082      |
| Net Cash Provided by Operating Activities               | (66,135)              | 310,188           | 244,053     |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Buffalo Grove Golf - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual**  
**For the Fiscal Year Ended December 31, 2019**

|                                          | Original<br>Budget | Final<br>Budget | Actual    |
|------------------------------------------|--------------------|-----------------|-----------|
| Operating Revenues                       |                    |                 |           |
| Charges for Services                     |                    |                 |           |
| Daily Greens Fee and Membership          | \$ 717,000         | 717,000         | 632,780   |
| Merchandise Sales                        | 67,000             | 67,000          | 57,050    |
| Cart, Club and Other Rentals             | 270,450            | 270,450         | 215,125   |
| Driving Range Fees                       | 64,000             | 64,000          | 75,608    |
| Miscellaneous                            | 38,900             | 38,900          | 33,947    |
| Total Operating Revenues                 | 1,157,350          | 1,157,350       | 1,014,510 |
| Operating Expenses                       |                    |                 |           |
| Operations                               |                    |                 |           |
| Golf Operations                          | 1,038,710          | 1,038,710       | 1,006,828 |
| Cost of Sales - Pro Shop                 | 50,000             | 50,000          | 53,526    |
| Capital Outlay                           | 85,600             | 85,600          | 3,278     |
| Total Operating Expenses                 | 1,174,310          | 1,174,310       | 1,063,632 |
| (Loss) Before Transfers                  | (16,960)           | (16,960)        | (49,122)  |
| Transfers In                             | 16,960             | 16,960          | 158,960   |
| Transfers Out                            | -                  | -               | (70,600)  |
|                                          | 16,960             | 16,960          | 88,360    |
| Income Before GAAP Adjustments           | -                  | -               | 39,238    |
| Beginning Net Position - Budgetary Basis |                    |                 | 905,319   |
| Ending Net Position - Budgetary Basis    |                    |                 | 944,557   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Buffalo Grove Golf - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued**  
**For the Fiscal Year Ended December 31, 2019**

|                                | Original<br>Budget | Final<br>Budget | Actual    |
|--------------------------------|--------------------|-----------------|-----------|
| Income Before GAAP Adjustments | \$ -               | -               | 39,238    |
| GAAP Adjustments               |                    |                 |           |
| Depreciation                   | -                  | -               | (86,449)  |
| Change in Net Position         | -                  | -               | (47,211)  |
| Net Position - Beginning       |                    |                 | 1,624,497 |
| Net Position - Ending          |                    |                 | 1,577,286 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Refuse Service - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual**  
**For the Fiscal Year Ended December 31, 2019**

|                          | Original<br>Budget | Final<br>Budget  | Actual         |
|--------------------------|--------------------|------------------|----------------|
| Operating Revenues       |                    |                  |                |
| Charges for Services     |                    |                  |                |
| SWANCC User Fees         | \$ 1,080,000       | 1,080,000        | 1,058,282      |
| Operating Expenses       |                    |                  |                |
| Operations               |                    |                  |                |
| Refuse                   | 781,000            | 781,000          | 816,849        |
| Income Before Transfers  | 299,000            | 299,000          | 241,433        |
| Transfers Out            | (600,000)          | (600,000)        | (600,000)      |
| Change in Net Position   | <u>(301,000)</u>   | <u>(301,000)</u> | (358,567)      |
| Net Position - Beginning |                    |                  | <u>554,848</u> |
| Net Position - Ending    |                    |                  | <u>196,281</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Internal Service Funds

Combining Statement of Net Position  
December 31, 2019

|                                    | Information<br>Technology | Central<br>Garage | Building<br>Maintenance | Totals  |
|------------------------------------|---------------------------|-------------------|-------------------------|---------|
| <b>ASSETS</b>                      |                           |                   |                         |         |
| Current Assets                     |                           |                   |                         |         |
| Cash and Investments               | \$ 127,002                | 196,312           | 91,651                  | 414,965 |
| <b>LIABILITIES</b>                 |                           |                   |                         |         |
| Current Liabilities                |                           |                   |                         |         |
| Accounts Payable                   | 126,212                   | 168,353           | 66,401                  | 360,966 |
| Accrued Payroll                    | -                         | 22,866            | 17,992                  | 40,858  |
| Total Liabilities                  | 126,212                   | 191,219           | 84,393                  | 401,824 |
| <b>NET POSITION</b>                |                           |                   |                         |         |
| Unrestricted                       | 790                       | 5,093             | 7,258                   | 13,141  |
| Total Liabilities and Net Position | 127,002                   | 196,312           | 91,651                  | 414,965 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Internal Service Funds**

### **Combining Statement of Revenues, Expenses and Changes in Net Position For the Fiscal Year Ended December 31, 2019**

|                                      | Information<br>Technology | Central<br>Garage | Building<br>Maintenance | Totals    |
|--------------------------------------|---------------------------|-------------------|-------------------------|-----------|
| Operating Revenues                   |                           |                   |                         |           |
| Interfund Services                   | \$ 1,626,243              | 2,420,098         | 1,336,442               | 5,382,783 |
| Operating Expenses                   |                           |                   |                         |           |
| Operations                           |                           |                   |                         |           |
| Information Technology               | 1,626,243                 | -                 | -                       | 1,626,243 |
| Central Garage                       | -                         | 2,397,831         | -                       | 2,397,831 |
| Building Maintenance                 | -                         | -                 | 1,319,505               | 1,319,505 |
| Total Operating Expenses             | 1,626,243                 | 2,397,831         | 1,319,505               | 5,343,579 |
| Income Before Transfers              | -                         | 22,267            | 16,937                  | 39,204    |
| Transfers Out                        | -                         | (22,267)          | (16,937)                | (39,204)  |
| Change in Net Position               | -                         | -                 | -                       | -         |
| Net Position - Beginning as Restated | 790                       | 5,093             | 7,258                   | 13,141    |
| Net Position - Ending                | 790                       | 5,093             | 7,258                   | 13,141    |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Internal Service Funds

Combining Statement of Cash Flows  
For the Fiscal Year Ended December 31, 2019

|                                                                                                        | Information<br>Technology | Central<br>Garage | Building<br>Maintenance | Totals      |
|--------------------------------------------------------------------------------------------------------|---------------------------|-------------------|-------------------------|-------------|
| Cash Flows from Operating Activities                                                                   |                           |                   |                         |             |
| Interfund Services Provided                                                                            | \$ 1,626,243              | 2,420,098         | 1,336,442               | 5,382,783   |
| Payments to Suppliers                                                                                  | (1,589,943)               | (1,719,548)       | (1,151,728)             | (4,461,219) |
| Payments to Employees                                                                                  | -                         | (570,444)         | (412,124)               | (982,568)   |
|                                                                                                        | 36,300                    | 130,106           | (227,410)               | (61,004)    |
| Cash Flows from Noncapital Financing Activities                                                        |                           |                   |                         |             |
| Transfers Out                                                                                          | -                         | (22,267)          | (16,937)                | (39,204)    |
| Net Change in Cash and Cash Equivalents                                                                | 36,300                    | 107,839           | (244,347)               | (100,208)   |
| Cash and Cash Equivalents - Beginning                                                                  | 90,702                    | 88,473            | 335,998                 | 515,173     |
| Cash and Cash Equivalents - Ending                                                                     | 127,002                   | 196,312           | 91,651                  | 414,965     |
| Reconciliation of Operating Income to Net Cash<br>Provided (Used) by Operating Activities              |                           |                   |                         |             |
| Operating Income                                                                                       | -                         | 22,267            | 16,937                  | 39,204      |
| Adjustments to Reconcile Operating Income<br>to Net Cash Provided by (Used in)<br>Operating Activities |                           |                   |                         |             |
| (Increase) Decrease in Current Assets                                                                  | -                         | 10,692            | 10,329                  | 21,021      |
| Increase (Decrease) in Current<br>Liabilities                                                          | 36,300                    | 97,147            | (254,676)               | (121,229)   |
| Net Cash Provided by Operating Activities                                                              | 36,300                    | 130,106           | (227,410)               | (61,004)    |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Information Technology - Internal Service Fund**

### **Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2019**

|                          | Original<br>Budget | Final<br>Budget | Actual    |
|--------------------------|--------------------|-----------------|-----------|
| Operating Revenues       |                    |                 |           |
| Interfund Services       | \$ 1,743,720       | 1,743,720       | 1,626,243 |
| Operating Expenses       |                    |                 |           |
| Operations               |                    |                 |           |
| Information Technology   | 1,743,720          | 1,743,720       | 1,626,243 |
| Change in Net Position   | -                  | -               | -         |
| Net Position - Beginning |                    |                 | 790       |
| Net Position - Ending    |                    |                 | 790       |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Central Garage - Internal Service Fund**

### **Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2019**

|                                      | Original<br>Budget | Final<br>Budget | Actual    |
|--------------------------------------|--------------------|-----------------|-----------|
| Operating Revenues                   |                    |                 |           |
| Interfund Services                   | \$ 1,779,005       | 1,779,005       | 2,420,098 |
| Operating Expenses                   |                    |                 |           |
| Operations                           |                    |                 |           |
| Central Garage                       | 1,779,005          | 1,779,005       | 2,397,831 |
| Income Before Transfers              | -                  | -               | 22,267    |
| Transfers Out                        | -                  | -               | (22,267)  |
| Change in Net Position               | -                  | -               | -         |
| Net Position - Beginning as Restated |                    |                 | 5,093     |
| Net Position - Ending                |                    |                 | 5,093     |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Building Maintenance - Internal Service Fund**

### **Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2019**

|                                      | Original<br>Budget | Final<br>Budget | Actual              |
|--------------------------------------|--------------------|-----------------|---------------------|
| Operating Revenues                   |                    |                 |                     |
| Interfund Services                   | \$ 1,561,259       | 1,561,259       | 1,336,442           |
| Operating Expenses                   |                    |                 |                     |
| Operations                           |                    |                 |                     |
| Building Maintenance                 | 1,561,269          | 1,561,269       | 1,319,505           |
| Income (Loss) Before Transfers       | (10)               | (10)            | 16,937              |
| Transfers Out                        | -                  | -               | (16,937)            |
| Change in Net Position               | <u>(10)</u>        | <u>(10)</u>     | -                   |
| Net Position - Beginning as Restated |                    |                 | <u>7,258</u>        |
| Net Position - Ending                |                    |                 | <u><u>7,258</u></u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Pension Trust Funds

Combining Statement of Fiduciary Net Position  
December 31, 2019

|                                      | Police<br>Pension | Firefighters'<br>Pension | Totals      |
|--------------------------------------|-------------------|--------------------------|-------------|
| <b>ASSETS</b>                        |                   |                          |             |
| Cash and Cash Equivalents            | \$ 4,170,468      | 774,474                  | 4,944,942   |
| Investments                          |                   |                          |             |
| U.S. Treasury Obligations            | 7,526,304         | 2,331,227                | 9,857,531   |
| U.S. Agency Obligations              | 4,168,396         | 16,596,565               | 20,764,961  |
| Corporate Bonds                      | 10,935,647        | 3,482,963                | 14,418,610  |
| State and Local Obligations          | -                 | 2,696,749                | 2,696,749   |
| Mutual Funds                         | 8,538,641         | 42,037,885               | 50,576,526  |
| Equity Securities                    | 41,513,537        | -                        | 41,513,537  |
| Receivables - Net of Allowance       |                   |                          |             |
| Accrued Interest                     | 117,522           | 161,124                  | 278,646     |
| Prepays                              | 1,881             | -                        | 1,881       |
| Total Assets                         | 76,972,396        | 68,080,987               | 145,053,383 |
| <b>LIABILITIES</b>                   |                   |                          |             |
| Accounts Payable                     | 69,047            | 48,878                   | 117,925     |
| Due to Other Funds                   | 84,629            | -                        | 84,629      |
| Total Liabilities                    | 153,676           | 48,878                   | 202,554     |
| <b>NET POSITION</b>                  |                   |                          |             |
| Net Position Restricted for Pensions | 76,818,720        | 68,032,109               | 144,850,829 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Pension Trust Funds

Combining Statement of Changes in Fiduciary Net Position  
For the Fiscal Year Ended December 31, 2019

|                                      | Police<br>Pension | Firefighters'<br>Pension | Totals      |
|--------------------------------------|-------------------|--------------------------|-------------|
| Additions                            |                   |                          |             |
| Contributions - Employer             | \$ 2,899,820      | 1,915,164                | 4,814,984   |
| Contributions - Plan Members         | 660,350           | 542,215                  | 1,202,565   |
| Contributions - Other                | 83,945            | -                        | 83,945      |
| Total Contributions                  | 3,644,115         | 2,457,379                | 6,101,494   |
| Investment Income                    |                   |                          |             |
| Interest Earned                      | 1,420,341         | 1,894,282                | 3,314,623   |
| Net Change in Fair Value             | 11,984,474        | 9,333,204                | 21,317,678  |
|                                      | 13,404,815        | 11,227,486               | 24,632,301  |
| Less Investment Expenses             | (243,019)         | (163,345)                | (406,364)   |
| Net Investment Income                | 13,161,796        | 11,064,141               | 24,225,937  |
| Total Additions                      | 16,805,911        | 13,521,520               | 30,327,431  |
| Deductions                           |                   |                          |             |
| Administration                       | 59,767            | 104,664                  | 164,431     |
| Benefits and Refunds                 | 4,150,161         | 3,445,092                | 7,595,253   |
| Total Deductions                     | 4,209,928         | 3,549,756                | 7,759,684   |
| Change in Fiduciary Net Position     | 12,595,983        | 9,971,764                | 22,567,747  |
| Net Position Restricted for Pensions |                   |                          |             |
| Beginning                            | 64,222,737        | 58,060,345               | 122,283,082 |
| Ending                               | 76,818,720        | 68,032,109               | 144,850,829 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Police Pension - Pension Trust Fund

**Schedule of Changes in Fiduciary Net Position - Budget and Actual**  
**For the Fiscal Year Ended December 31, 2019**

|                                      | Original<br>Budget | Final<br>Budget | Actual     |
|--------------------------------------|--------------------|-----------------|------------|
| Additions                            |                    |                 |            |
| Contributions - Employer             | \$ 2,933,672       | 2,933,672       | 2,899,820  |
| Contributions - Plan Members         | 714,550            | 714,550         | 660,350    |
| Contributions - Other                | -                  | -               | 83,945     |
| Total Contributions                  | 3,648,222          | 3,648,222       | 3,644,115  |
| Investment Income                    |                    |                 |            |
| Interest Earned                      | 300,000            | 300,000         | 1,420,341  |
| Net Change in Fair Value             | 3,050,000          | 3,050,000       | 11,984,474 |
|                                      | 3,350,000          | 3,350,000       | 13,404,815 |
| Less Investment Expenses             | (250,000)          | (250,000)       | (243,019)  |
| Net Investment Income                | 3,100,000          | 3,100,000       | 13,161,796 |
| Total Additions                      | 6,748,222          | 6,748,222       | 16,805,911 |
| Deductions                           |                    |                 |            |
| Administration                       | 65,000             | 65,000          | 59,767     |
| Benefits and Refunds                 | 4,039,912          | 4,039,912       | 4,150,161  |
| Total Deductions                     | 4,104,912          | 4,104,912       | 4,209,928  |
| Change in Fiduciary Net Position     | 2,643,310          | 2,643,310       | 12,595,983 |
| Net Position Restricted for Pensions |                    |                 |            |
| Beginning                            |                    |                 | 64,222,737 |
| Ending                               |                    |                 | 76,818,720 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

## Firefighters' Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual  
For the Fiscal Year Ended December 31, 2019

|                                          | Original<br>Budget | Final<br>Budget | Actual     |
|------------------------------------------|--------------------|-----------------|------------|
| <b>Additions</b>                         |                    |                 |            |
| Contributions - Employer                 | \$ 1,941,212       | 1,941,212       | 1,915,164  |
| Contributions - Plan Members             | 575,000            | 575,000         | 542,215    |
| Total Contributions                      | 2,516,212          | 2,516,212       | 2,457,379  |
| <br>Investment Income                    |                    |                 |            |
| Interest Earned                          | 350,000            | 350,000         | 1,894,282  |
| Net Change in Fair Value                 | 3,050,000          | 3,050,000       | 9,333,204  |
|                                          | 3,400,000          | 3,400,000       | 11,227,486 |
| Less Investment Expenses                 | (150,000)          | (150,000)       | (163,345)  |
| Net Investment Income                    | 3,250,000          | 3,250,000       | 11,064,141 |
| <br>Total Additions                      | 5,766,212          | 5,766,212       | 13,521,520 |
| <br><b>Deductions</b>                    |                    |                 |            |
| Administration                           | 100,000            | 100,000         | 104,664    |
| Benefits and Refunds                     | 3,016,545          | 3,016,545       | 3,445,092  |
| <br>Total Deductions                     | 3,116,545          | 3,116,545       | 3,549,756  |
| <br>Change in Fiduciary Net Position     | 2,649,667          | 2,649,667       | 9,971,764  |
| <br>Net Position Restricted for Pensions |                    |                 |            |
| Beginning                                |                    |                 | 58,060,345 |
| Ending                                   |                    |                 | 68,032,109 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



## VILLAGE OF BUFFALO GROVE, ILLINOIS

Consolidated Year-End Financial Report  
December 31, 2019

| CSFA #      | Program Name                            | State        | Federal | Other      | Totals     |
|-------------|-----------------------------------------|--------------|---------|------------|------------|
| 494-00-1488 | Motor Fuel Tax Program                  | \$ 1,249,978 | -       | -          | 1,249,978  |
| 494-42-0495 | D-91-145-17 Brandywym Lane              | -            | 134,096 | -          | 134,096    |
| 494-42-0495 | D-91-144-17 Thompson Boulevard          | -            | 136,282 | -          | 136,282    |
| 494-10-0343 | State and Community Highway             |              |         |            |            |
|             | Safety/National Priority Safety Program | -            | 31,977  | -          | 31,977     |
|             | Other Grant Programs and Activities     | -            | 3,828   | 10,892     | 14,720     |
|             | All Other Costs Not Allocated           | -            | -       | 59,392,153 | 59,392,153 |
|             | Totals                                  | 1,249,978    | 306,183 | 59,403,045 | 60,959,206 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENTAL AUDITING  
STANDARDS**

August 6, 2020

The Honorable Village President  
Members of the Board of Trustees  
Village of Buffalo Grove, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove, Illinois, as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated August 6, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. According, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

Village of Buffalo Grove, Illinois  
August 6, 2020  
Page 2

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## **SUPPLEMENTAL SCHEDULES**

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Long-Term Debt Requirements**

### **General Obligation Refunding Bonds of 2010A December 31, 2019**

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|                         |                             |
|-------------------------|-----------------------------|
| Date of Issue           | April 4, 2010               |
| Date of Maturity        | December 30, 2020           |
| Authorized Issue        | \$5,160,000                 |
| Denomination of Bonds   | \$5,000                     |
| Interest Rate           | 2.00% - 4.00%               |
| Interest Dates          | June 30 and December 30     |
| Principal Maturity Date | December 30                 |
| Payable at              | Amalgamated Bank of Chicago |

### **CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

| Fiscal<br>Year | Requirements      |               |                | Interest Due on |              |         |              |
|----------------|-------------------|---------------|----------------|-----------------|--------------|---------|--------------|
|                | Principal         | Interest      | Totals         | Jun. 30         | Amount       | Dec. 30 | Amount       |
| 2020           | <u>\$ 395,000</u> | <u>15,800</u> | <u>410,800</u> | 2020            | <u>7,900</u> | 2020    | <u>7,900</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Long-Term Debt Requirements

### General Obligation Bonds of 2012 December 31, 2019

|                         |                             |
|-------------------------|-----------------------------|
| Date of Issue           | August 27, 2012             |
| Date of Maturity        | June 30, 2030               |
| Authorized Issue        | \$6,000,000                 |
| Denomination of Bonds   | \$5,000                     |
| Interest Rates          | 2.00% - 2.75%               |
| Interest Dates          | June 30 and December 30     |
| Principal Maturity Date | December 30                 |
| Payable at              | Amalgamated Bank of Chicago |

### CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

| Fiscal<br>Year | Requirements     |                |                  | Interest Due on |                |         |                |
|----------------|------------------|----------------|------------------|-----------------|----------------|---------|----------------|
|                | Principal        | Interest       | Totals           | Jun. 30         | Amount         | Dec. 30 | Amount         |
| 2020           | \$ 100,000       | 133,525        | 233,525          | 2020            | 66,762         | 2020    | 66,763         |
| 2021           | 415,000          | 131,525        | 546,525          | 2021            | 65,762         | 2021    | 65,763         |
| 2022           | 425,000          | 123,225        | 548,225          | 2022            | 61,612         | 2022    | 61,613         |
| 2023           | 440,000          | 114,725        | 554,725          | 2023            | 57,362         | 2023    | 57,363         |
| 2024           | 450,000          | 105,925        | 555,925          | 2024            | 52,962         | 2024    | 52,963         |
| 2025           | 470,000          | 96,925         | 566,925          | 2025            | 48,462         | 2025    | 48,463         |
| 2026           | 650,000          | 86,938         | 736,938          | 2026            | 43,469         | 2026    | 43,469         |
| 2027           | 650,000          | 72,313         | 722,313          | 2027            | 36,156         | 2027    | 36,157         |
| 2028           | 700,000          | 56,875         | 756,875          | 2028            | 28,437         | 2028    | 28,438         |
| 2029           | 750,000          | 39,375         | 789,375          | 2029            | 19,687         | 2029    | 19,688         |
| 2030           | 750,000          | 20,625         | 770,625          | 2030            | 10,312         | 2030    | 10,313         |
|                | <u>5,800,000</u> | <u>981,976</u> | <u>6,781,976</u> |                 | <u>490,983</u> |         | <u>490,993</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Long-Term Debt Requirements

### General Obligation Bonds of 2016 December 31, 2019

|                         |                             |
|-------------------------|-----------------------------|
| Date of Issue           | May 3, 2016                 |
| Date of Maturity        | December 30, 2031           |
| Authorized Issue        | \$6,125,000                 |
| Denomination of Bonds   | \$5,000                     |
| Interest Rates          | 2.00% - 3.00%               |
| Interest Dates          | June 30 and December 30     |
| Principal Maturity Date | December 30                 |
| Payable at              | Amalgamated Bank of Chicago |

### CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

| Fiscal<br>Year | Requirements     |                |                  | Interest Due on |                |         |                |
|----------------|------------------|----------------|------------------|-----------------|----------------|---------|----------------|
|                | Principal        | Interest       | Totals           | Jun. 30         | Amount         | Dec. 30 | Amount         |
| 2020           | \$ 570,000       | 94,631         | 664,631          | 2020            | 47,315         | 2020    | 47,316         |
| 2021           | 300,000          | 83,231         | 383,231          | 2021            | 41,615         | 2021    | 41,616         |
| 2022           | 305,000          | 77,231         | 382,231          | 2022            | 38,615         | 2022    | 38,616         |
| 2023           | 310,000          | 71,131         | 381,131          | 2023            | 35,565         | 2023    | 35,566         |
| 2024           | 315,000          | 64,931         | 379,931          | 2024            | 32,465         | 2024    | 32,466         |
| 2025           | 325,000          | 58,631         | 383,631          | 2025            | 29,315         | 2025    | 29,316         |
| 2026           | 330,000          | 52,131         | 382,131          | 2026            | 26,065         | 2026    | 26,066         |
| 2027           | 335,000          | 45,531         | 380,531          | 2027            | 22,765         | 2027    | 22,766         |
| 2028           | 345,000          | 38,413         | 383,413          | 2028            | 19,206         | 2028    | 19,207         |
| 2029           | 350,000          | 30,650         | 380,650          | 2029            | 15,325         | 2029    | 15,325         |
| 2030           | 360,000          | 21,900         | 381,900          | 2030            | 10,950         | 2030    | 10,950         |
| 2031           | 370,000          | 11,100         | 381,100          | 2031            | 5,550          | 2031    | 5,550          |
|                | <u>4,215,000</u> | <u>649,511</u> | <u>4,864,511</u> |                 | <u>324,751</u> |         | <u>324,760</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Long-Term Debt Requirements

### General Obligation Refunding Bonds of 2019 December 31, 2019

|                         |                             |
|-------------------------|-----------------------------|
| Date of Issue           | December 17, 2019           |
| Date of Maturity        | December 30, 2025           |
| Authorized Issue        | \$1,449,275                 |
| Denomination of Bonds   | \$5,000                     |
| Interest Rates          | 1.40% - 1.80%               |
| Interest Dates          | June 30 and December 30     |
| Principal Maturity Date | December 30                 |
| Payable at              | Amalgamated Bank of Chicago |

### CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

| Fiscal<br>Year | Requirements     |               |                  | Interest Due on |               |         |               |
|----------------|------------------|---------------|------------------|-----------------|---------------|---------|---------------|
|                | Principal        | Interest      | Totals           | Jun. 30         | Amount        | Dec. 30 | Amount        |
| 2020           | \$ 234,030       | 24,073        | 258,103          | 2020            | 12,456        | 2020    | 11,617        |
| 2021           | 235,445          | 19,958        | 255,403          | 2021            | 9,979         | 2021    | 9,979         |
| 2022           | 240,990          | 16,426        | 257,416          | 2022            | 8,213         | 2022    | 8,213         |
| 2023           | 241,265          | 12,690        | 253,955          | 2023            | 6,345         | 2023    | 6,345         |
| 2024           | 246,365          | 8,710         | 255,075          | 2024            | 4,355         | 2024    | 4,355         |
| 2025           | 251,180          | 4,520         | 255,700          | 2025            | 2,260         | 2025    | 2,260         |
|                | <u>1,449,275</u> | <u>86,377</u> | <u>1,535,652</u> |                 | <u>43,608</u> |         | <u>42,769</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



**VILLAGE OF BUFFALO GROVE, ILLINOIS****Long-Term Debt Requirements****IEPA Loan Payable of 2013 - Pump Stations Improvements  
December 31, 2019**


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|                         |                                          |
|-------------------------|------------------------------------------|
| Date of Issue           | November 20, 2013                        |
| Date of Maturity        | December 1, 2033                         |
| Authorized Issue        | \$407,307                                |
| Interest Rate           | 2.295%                                   |
| Interest Dates          | June 1 and December 1                    |
| Principal Maturity Date | December 1                               |
| Payable at              | Illinois Environmental Protection Agency |

**CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS**

| Fiscal<br>Year | Principal      | Interest      | Totals         |
|----------------|----------------|---------------|----------------|
| 2020           | \$ 19,092      | 7,036         | 26,128         |
| 2021           | 19,532         | 6,596         | 26,128         |
| 2022           | 19,983         | 6,145         | 26,128         |
| 2023           | 20,444         | 5,684         | 26,128         |
| 2024           | 20,916         | 5,212         | 26,128         |
| 2025           | 21,399         | 4,729         | 26,128         |
| 2026           | 21,893         | 4,235         | 26,128         |
| 2027           | 22,398         | 3,730         | 26,128         |
| 2028           | 22,915         | 3,213         | 26,128         |
| 2029           | 23,444         | 2,684         | 26,128         |
| 2030           | 23,985         | 2,143         | 26,128         |
| 2031           | 24,539         | 1,589         | 26,128         |
| 2032           | 25,105         | 1,023         | 26,128         |
| 2033           | 25,687         | 441           | 26,128         |
|                | <u>311,332</u> | <u>54,460</u> | <u>365,792</u> |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Long-Term Debt Requirements

### Installment Note Payable of 2015 December 31, 2019

|                         |                                |
|-------------------------|--------------------------------|
| Date of Issue           | March 27, 2015                 |
| Date of Maturity        | June 1, 2029                   |
| Original Contract       | \$6,970,999                    |
| Interest Rate           | 2.35%                          |
| Interest Dates          | Quarterly                      |
| Principal Maturity Date | Quarterly                      |
| Payable at              | U.S. Bank National Association |

### CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

| Fiscal<br>Year | Principal  | Interest  | Totals    |
|----------------|------------|-----------|-----------|
| 2020           | \$ 386,802 | 137,921   | 524,723   |
| 2021           | 436,970    | 128,372   | 565,342   |
| 2022           | 490,763    | 117,611   | 608,374   |
| 2023           | 548,394    | 105,549   | 653,943   |
| 2024           | 610,091    | 92,095    | 702,186   |
| 2025           | 676,096    | 77,149    | 753,245   |
| 2026           | 746,659    | 60,610    | 807,269   |
| 2027           | 822,046    | 42,367    | 864,413   |
| 2028           | 902,537    | 22,304    | 924,841   |
| 2029           | 381,459    | 337,058   | 718,517   |
|                | 6,001,817  | 1,121,036 | 7,122,853 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## **STATISTICAL SECTION (Unaudited)**

This part of the comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

### **Financial Trends**

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

### **Revenue Capacity**

These schedules contain information to help the reader assess the Village's most significant local revenue

### **Debt Capacity**

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

### **Demographic and Economic Information**

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

### **Operating Information**

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Net Position by Component - Last Ten Fiscal Years\*** **December 31, 2019 (Unaudited)**

|                                                    | 2010               | 2011               | 2012**             | 2013               |
|----------------------------------------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Governmental Activities</b>                     |                    |                    |                    |                    |
| Net Investment in Capital Assets                   | \$ 53,742,519      | 53,362,147         | 52,096,183         | 51,011,919         |
| Restricted                                         | 956,803            | 1,918,263          | 6,268,039          | 2,412,222          |
| Unrestricted (Deficit)                             | 15,738,272         | 13,429,876         | 11,550,011         | 12,387,400         |
| <b>Total Governmental Activities Net Position</b>  | <b>70,437,594</b>  | <b>68,710,286</b>  | <b>69,914,233</b>  | <b>65,811,541</b>  |
| <b>Business-Type Activities</b>                    |                    |                    |                    |                    |
| Net Investment in Capital Assets                   | 38,410,966         | 37,807,146         | 36,706,161         | 35,553,648         |
| Unrestricted                                       | 14,644,341         | 12,989,124         | 11,242,301         | 11,515,793         |
| <b>Total Business-Type Activities Net Position</b> | <b>53,055,307</b>  | <b>50,796,270</b>  | <b>47,948,462</b>  | <b>47,069,441</b>  |
| <b>Primary Government</b>                          |                    |                    |                    |                    |
| Net Investment in Capital Assets                   | 92,153,485         | 91,169,293         | 88,802,344         | 86,565,567         |
| Restricted                                         | 956,803            | 1,918,263          | 6,268,039          | 2,412,222          |
| Unrestricted (Deficit)                             | 30,382,613         | 26,419,000         | 22,792,312         | 23,903,193         |
| <b>Total Primary Government Net Position</b>       | <b>123,492,901</b> | <b>119,506,556</b> | <b>117,862,695</b> | <b>112,880,982</b> |

\* Accrual Basis of Accounting

\*\* Auditors restated 2012, from 2011 and earlier have not been adjusted.

\*\*\* Beginning in 2015, the Village implemented GASB 68 which resulted in the inclusion of net pension liabilities.

Data Source: Audited Financial Statements

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 2014        | 2015***      | 2016         | 2017         | 2018         | 2019         |
|-------------|--------------|--------------|--------------|--------------|--------------|
| 50,712,982  | 50,609,420   | 51,756,933   | 53,318,041   | 49,126,833   | 50,663,992   |
| 2,664,110   | 1,974,115    | 1,632,934    | 1,629,079    | 1,909,851    | 1,839,449    |
| 11,048,700  | (34,637,401) | (36,592,629) | (36,022,097) | (41,165,382) | (40,174,356) |
| 64,425,792  | 17,946,134   | 16,797,238   | 18,925,023   | 9,871,302    | 12,329,085   |
| 35,871,503  | 38,372,943   | 35,494,070   | 36,802,425   | 36,831,535   | 37,080,189   |
| 11,067,173  | 7,770,059    | 11,034,826   | 10,837,462   | 11,296,427   | 11,417,357   |
| 46,938,676  | 46,143,002   | 46,528,896   | 47,639,887   | 48,127,962   | 48,497,546   |
| 86,584,485  | 88,982,363   | 87,251,003   | 90,120,466   | 85,958,368   | 87,744,181   |
| 2,664,110   | 1,974,115    | 1,632,934    | 1,629,079    | 1,909,851    | 1,839,449    |
| 22,115,873  | (26,867,342) | (25,557,803) | (25,184,635) | (29,868,955) | (28,756,999) |
| 111,364,468 | 64,089,136   | 63,326,134   | 66,564,910   | 57,999,264   | 60,826,631   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years\*  
December 31, 2018 (Unaudited)

|                                           | 2010         | 2011       | 2012**     | 2013       | 2014       | 2015       | 2016       | 2017       | 2018       | 2019       |
|-------------------------------------------|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Expenses                                  |              |            |            |            |            |            |            |            |            |            |
| Governmental Activities                   |              |            |            |            |            |            |            |            |            |            |
| General Government                        | \$ 4,769,874 | 5,010,274  | 6,101,008  | 6,567,545  | 5,843,623  | 5,885,811  | 6,441,707  | 6,642,798  | 7,576,163  | 7,040,728  |
| Public Safety                             | 22,312,910   | 22,657,643 | 22,344,117 | 21,964,989 | 22,920,180 | 27,256,737 | 30,528,127 | 27,384,964 | 30,266,207 | 30,187,967 |
| Public Works                              | 11,081,374   | 11,106,433 | 12,026,911 | 15,091,414 | 13,553,093 | 11,551,606 | 8,078,874  | 9,764,874  | 9,173,584  | 10,161,059 |
| Interest on Long-Term Debt                | 194,655      | 248,539    | 384,180    | 374,511    | 302,781    | 285,863    | 356,799    | 384,073    | 363,925    | 252,590    |
| Total Governmental                        | 38,358,813   | 39,022,889 | 40,856,216 | 43,998,459 | 42,619,677 | 44,980,017 | 45,405,507 | 44,176,709 | 47,379,879 | 47,642,344 |
| Activities Expenses                       |              |            |            |            |            |            |            |            |            |            |
| Business-Type Activities                  |              |            |            |            |            |            |            |            |            |            |
| Water & Sewer                             | 9,865,981    | 8,753,149  | 8,931,336  | 8,079,364  | 8,435,463  | 8,561,248  | 9,001,632  | 9,454,554  | 10,078,594 | 9,671,845  |
| Refuse Service                            | 942,757      | 935,365    | 874,366    | 902,811    | 803,039    | 702,106    | 703,565    | 705,393    | 868,794    | 816,849    |
| Golf Courses                              | 3,043,367    | 3,057,912  | 2,991,170  | 2,942,747  | 2,739,077  | 3,288,882  | 2,886,404  | 2,888,873  | 2,748,035  | 2,828,168  |
| Total Business-Type                       | 13,852,105   | 12,746,426 | 12,796,872 | 11,924,922 | 11,977,579 | 12,552,236 | 12,591,601 | 13,048,820 | 13,695,423 | 13,316,862 |
| Activities Expenses                       |              |            |            |            |            |            |            |            |            |            |
| Total Primary Government Expenses         | 52,210,918   | 51,769,315 | 53,653,088 | 55,923,381 | 54,597,256 | 57,532,253 | 57,997,108 | 57,225,529 | 61,075,302 | 60,959,206 |
| Program Revenues                          |              |            |            |            |            |            |            |            |            |            |
| Governmental Activities                   |              |            |            |            |            |            |            |            |            |            |
| Charges for Services                      |              |            |            |            |            |            |            |            |            |            |
| General Government                        | 1,195,928    | 1,240,547  | 1,226,552  | 1,207,504  | 1,901,996  | 1,624,134  | 1,855,506  | 2,148,760  | 1,748,555  | 2,001,018  |
| Public Safety                             | 1,419,761    | 1,404,308  | 1,283,956  | 1,498,819  | 1,623,171  | 1,745,580  | 1,718,647  | 1,687,759  | 1,686,390  | 1,796,065  |
| Public Works                              | 71,606       | 86,421     | 118,547    | 82,393     | 88,665     | 61,194     | 1,151,594  | 1,209,784  | 1,134,383  | 1,141,998  |
| Operating Grants/Contributions            | 1,253,103    | 1,230,387  | 1,178,442  | 1,161,509  | 1,285,396  | 1,229,028  | 1,281,732  | 1,271,602  | 1,309,324  | 1,664,537  |
| Capital Grants/Contributions              | -            | -          | -          | -          | -          | -          | -          | 1,478,015  | -          | 254,814    |
| Total Governmental Activities             | 3,940,398    | 3,961,663  | 3,807,497  | 3,950,225  | 4,899,228  | 4,659,936  | 6,007,479  | 7,795,920  | 5,878,652  | 6,858,432  |
| Business-Type Activities                  |              |            |            |            |            |            |            |            |            |            |
| Charges for Services                      |              |            |            |            |            |            |            |            |            |            |
| Water & Sewer                             | 9,091,520    | 7,782,000  | 7,464,870  | 8,692,812  | 9,076,261  | 9,495,691  | 10,304,638 | 11,060,938 | 10,832,782 | 10,663,766 |
| Refuse Service                            | 1,041,661    | 1,036,872  | 1,050,386  | 1,040,878  | 1,044,442  | 1,039,876  | 1,135,748  | 970,268    | 1,053,759  | 1,058,282  |
| Golf Courses                              | 2,088,106    | 2,175,418  | 2,221,714  | 1,178,368  | 2,257,494  | 2,335,928  | 2,240,868  | 2,201,460  | 2,042,747  | 2,039,584  |
| Operating Grants/Contributions            | -            | -          | -          | 1,072,499  | -          | -          | -          | -          | -          | -          |
| Capital Grants/Contributions              | -            | -          | -          | -          | -          | -          | 94,326     | -          | 250,622    | 350,000    |
| Total Business-Type Activities            | 12,221,287   | 10,994,290 | 10,736,970 | 11,984,557 | 12,378,197 | 12,871,495 | 13,775,580 | 14,232,666 | 14,179,910 | 14,111,632 |
| Program Revenues                          |              |            |            |            |            |            |            |            |            |            |
| Total Primary Government Program Revenues | 16,161,685   | 14,955,953 | 14,544,467 | 15,934,782 | 17,277,425 | 17,531,431 | 19,783,059 | 22,028,586 | 20,058,562 | 20,970,064 |

|                                                           | 2010                | 2011                | 2012**              | 2013                | 2014                | 2015                | 2016                | 2017                | 2018                | 2019                |
|-----------------------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Net (Expense) Revenue</b>                              |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Governmental Activities                                   | \$ (34,418,415)     | (35,061,226)        | (37,048,719)        | (40,048,234)        | (37,720,449)        | (40,320,081)        | (39,398,028)        | (36,380,789)        | (41,501,227)        | (40,783,912)        |
| Business-Type Activities                                  | (1,630,818)         | (1,752,136)         | (2,059,902)         | 59,635              | 400,618             | 319,259             | 1,183,979           | 1,183,846           | 484,487             | 794,770             |
| <b>Total Primary Government</b>                           | <b>(36,049,233)</b> | <b>(36,813,362)</b> | <b>(39,108,621)</b> | <b>(39,988,599)</b> | <b>(37,319,831)</b> | <b>(40,000,822)</b> | <b>(38,214,049)</b> | <b>(35,196,943)</b> | <b>(41,016,740)</b> | <b>(39,989,142)</b> |
| <b>Net (Expense) Revenue</b>                              |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| <b>General Revenues and Other Changes in Net Position</b> |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Governmental Activities                                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Taxes                                                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Property                                                  | 13,657,589          | 14,458,248          | 14,330,407          | 14,504,750          | 14,554,564          | 14,742,622          | 15,034,583          | 15,510,127          | 15,980,771          | 16,321,876          |
| Sales and Home Rule                                       | 7,309,800           | 6,984,134           | 7,570,915           | 7,803,749           | 8,455,972           | 9,274,777           | 9,095,471           | 9,229,254           | 10,159,866          | 9,945,744           |
| Income and Use                                            | 4,165,248           | 3,714,864           | 5,462,111           | 4,737,656           | 4,104,736           | 5,409,875           | 4,994,426           | 4,843,251           | 5,221,827           | 5,852,397           |
| Telecommunications                                        | 2,183,190           | 2,134,462           | 2,200,809           | 1,943,811           | 1,679,653           | 1,644,309           | 1,513,254           | 1,586,128           | 1,761,326           | 1,304,425           |
| Utility                                                   | 2,393,340           | 2,567,091           | 2,510,242           | 2,629,997           | 2,819,427           | 2,643,642           | 2,659,554           | 2,532,662           | 2,805,912           | 2,763,471           |
| Property Transfer                                         | 545,515             | 629,376             | 459,036             | 760,164             | 790,819             | 904,311             | 1,115,360           | 1,256,919           | 969,039             | 1,024,769           |
| Other                                                     | 1,017,612           | 1,044,164           | 1,070,409           | 1,052,788           | 1,113,831           | 1,092,554           | 1,110,503           | 1,019,807           | 1,087,497           | 1,340,564           |
| Investment Earnings                                       | 250,290             | 133,059             | 132,436             | 54,522              | 107,765             | 25,061              | 65,600              | 153,816             | 292,340             | 807,330             |
| Miscellaneous                                             | 1,822,276           | 1,495,155           | 1,239,906           | 1,506,994           | 1,636,721           | 1,458,118           | 1,596,806           | 1,409,537           | 1,884,579           | 2,694,331           |
| Transfers                                                 | 217,000             | 553,000             | 635,500             | 951,111             | 1,070,724           | 749,027             | 1,062,190           | 958,315             | 53,715              | 1,186,788           |
| Gain on sales of assets                                   | -                   | -                   | -                   | -                   | 488                 | 1,601               | 1,385               | 8,758               | -                   | -                   |
| <b>Total Governmental Activities</b>                      | <b>33,561,860</b>   | <b>33,713,553</b>   | <b>35,611,771</b>   | <b>35,945,542</b>   | <b>36,334,700</b>   | <b>37,945,897</b>   | <b>38,249,132</b>   | <b>38,508,574</b>   | <b>40,216,872</b>   | <b>43,241,695</b>   |
| <b>General Revenues</b>                                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Business-Type Activities                                  |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Investment Earnings                                       | (46,666)            | 41,100              | 27,087              | 12,455              | 18,820              | 10,112              | 14,159              | 492,132             | 359,371             | 487,333             |
| Miscellaneous                                             | 2,133               | 4,999               | 1,259               | -                   | 520,521             | 5,737               | 249,946             | 393,328             | 242,058             | 274,269             |
| Transfers                                                 | (217)               | (553,000)           | (635,500)           | (951,111)           | (1,070,724)         | (749,027)           | (1,062,190)         | (958,315)           | (53,715)            | (1,186,788)         |
| <b>Total Business-Type Activities</b>                     | <b>(44,750)</b>     | <b>(506,901)</b>    | <b>(607,154)</b>    | <b>(938,656)</b>    | <b>(531,383)</b>    | <b>(733,178)</b>    | <b>(798,085)</b>    | <b>(72,855)</b>     | <b>547,714</b>      | <b>(425,186)</b>    |
| <b>General Revenues</b>                                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| <b>Total Primary Government</b>                           | <b>33,517,110</b>   | <b>33,206,652</b>   | <b>35,004,617</b>   | <b>35,006,886</b>   | <b>35,803,317</b>   | <b>37,212,719</b>   | <b>37,451,047</b>   | <b>38,435,719</b>   | <b>40,764,586</b>   | <b>42,816,509</b>   |
| <b>General Revenues</b>                                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Changes in Net Position                                   |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |
| Governmental Activities                                   | (856,555)           | (1,347,673)         | (1,436,948)         | (4,102,692)         | (1,385,749)         | (2,374,184)         | (1,148,896)         | 2,127,785           | (1,284,355)         | 2,457,783           |
| Business-Type Activities                                  | (1,675,568)         | (2,259,037)         | (2,667,056)         | (879,021)           | (130,765)           | (413,919)           | 385,894             | 1,110,991           | 1,032,201           | 369,584             |
| <b>Total Primary Government</b>                           | <b>(2,532,123)</b>  | <b>(3,606,710)</b>  | <b>(4,104,004)</b>  | <b>(4,981,713)</b>  | <b>(1,516,514)</b>  | <b>(2,788,103)</b>  | <b>(763,002)</b>    | <b>3,238,776</b>    | <b>(252,154)</b>    | <b>2,827,367</b>    |
| <b>Changes in Net Position</b>                            |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |

\* Accrual Basis of Accounting

\*\* Auditors restated 2012, from 2011 and earlier have not been adjusted.

Data Source: Audited Financial Statements

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Fund Balances of Governmental Funds - Last Ten Fiscal Years\*** **December 31, 2019 (Unaudited)**

|                                                   | 2010       | 2011       | 2012**     | 2013       |
|---------------------------------------------------|------------|------------|------------|------------|
| General Fund                                      |            |            |            |            |
| Nonspendable                                      | \$ -       | 1,031,936  | 518,437    | 562,399    |
| Restricted                                        | -          | -          | -          | 162,274    |
| Committed                                         | -          | 7,948,344  | 7,335,685  | 7,345,420  |
| Unassigned                                        | -          | 9,871,895  | 10,759,935 | 12,395,113 |
| Reserved                                          | 1,138,273  | -          | -          | -          |
| Unreserved                                        | 17,763,849 | -          | -          | -          |
| Total General Fund                                | 18,902,122 | 18,852,175 | 18,614,057 | 20,465,206 |
| All Other Governmental Funds                      |            |            |            |            |
| Restricted                                        | -          | 1,918,263  | 6,112,703  | 1,796,997  |
| Assigned                                          | -          | 146,116    | 144,075    | 101,213    |
| Committed                                         | -          | -          | -          | -          |
| Unassigned                                        | -          | (234,206)  | (253,826)  | (927,395)  |
| Unreserved                                        | 20,271     | -          | -          | -          |
| Unreserved, Reported in,<br>Special Revenue Funds | 2,124,937  | -          | -          | -          |
| Capital Projects Funds                            | 927,626    | -          | -          | -          |
| Total All Other<br>Governmental Funds             | 3,072,834  | 1,830,173  | 6,002,952  | 970,815    |
| Total Governmental Funds                          | 21,974,956 | 20,682,348 | 24,617,009 | 21,436,021 |

\* Modified Accrual Basis of Accounting

\*\*Auditors restated 2012, from 2011 and earlier have not been adjusted.

Data Source: Audited Financial Statements

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



| 2014        | 2015        | 2016        | 2017        | 2018       | 2019       |
|-------------|-------------|-------------|-------------|------------|------------|
| 573,812     | 551,242     | 167,957     | 132,843     | 132,134    | 159,494    |
| 130,435     | 223,622     | 229,953     | 252,729     | 607,411    | 484,881    |
| 7,438,256   | 7,532,123   | 8,511,306   | 7,758,348   | 6,827,236  | 8,313,902  |
| 13,225,644  | 14,991,907  | 16,143,726  | 18,902,476  | 17,039,974 | 18,939,974 |
| -           | -           | -           | -           | -          | -          |
| -           | -           | -           | -           | -          | -          |
| 21,368,147  | 23,298,894  | 25,052,942  | 27,046,396  | 24,606,755 | 27,898,251 |
| 1,965,328   | 1,974,115   | 1,632,934   | 1,629,079   | 1,302,440  | 1,354,568  |
| -           | -           | -           | -           | -          | -          |
| -           | -           | -           | -           | -          | 261,007    |
| (2,324,296) | (3,707,560) | (3,859,964) | (3,714,759) | (268,260)  | -          |
| -           | -           | -           | -           | -          | -          |
| -           | -           | -           | -           | -          | -          |
| -           | -           | -           | -           | -          | -          |
| (358,968)   | (1,733,445) | (2,227,030) | (2,085,680) | 1,034,180  | 1,615,575  |
| 21,009,179  | 21,565,449  | 22,825,912  | 24,960,716  | 25,640,935 | 29,513,826 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years\*  
December 31, 2019 (Unaudited)

|                                                              | 2010          | 2011        | 2012**      | 2013        |
|--------------------------------------------------------------|---------------|-------------|-------------|-------------|
| Revenues                                                     |               |             |             |             |
| Property Taxes                                               | \$ 13,657,589 | 14,458,248  | 14,330,407  | 14,504,750  |
| Other Taxes                                                  | 17,614,705    | 17,074,091  | 18,325,614  | 19,240,365  |
| Licenses and Permits                                         | 278,164       | 280,139     | 275,434     | 294,622     |
| Intergovernmental                                            | 1,096,794     | 1,060,719   | 1,011,949   | 997,371     |
| Fines and Forfeitures                                        | 1,419,761     | 1,404,308   | 1,283,956   | 1,647,364   |
| Charges for Services                                         | 1,145,679     | 1,216,497   | 1,236,158   | 1,010,868   |
| Investment Income                                            | 249,396       | 133,196     | 132,457     | 54,522      |
| Miscellaneous                                                | 1,720,640     | 1,442,617   | 1,239,861   | 1,506,994   |
| Total Revenues                                               | 37,182,728    | 37,069,815  | 37,835,836  | 39,256,856  |
| Expenditures                                                 |               |             |             |             |
| Current                                                      |               |             |             |             |
| General Government                                           | 4,979,904     | 5,509,433   | 5,556,101   | 6,465,636   |
| Public Safety                                                | 21,802,732    | 22,008,351  | 21,791,218  | 21,805,910  |
| Public Works                                                 | 8,704,005     | 8,256,079   | 9,865,723   | 12,178,705  |
| Capital Outlay                                               | 3,157,156     | 1,510,924   | 1,561,904   | 1,347,276   |
| Debt Service                                                 |               |             |             |             |
| Principal                                                    | 980,000       | 1,055,000   | 920,000     | 940,000     |
| Interest                                                     | 194,655       | 248,539     | 285,420     | 385,395     |
| Other Charges                                                | 127,930       | -           | -           | -           |
| Total Expenditures                                           | 39,946,382    | 38,588,326  | 39,980,366  | 43,122,922  |
| Excess (Deficiency) of Revenues<br>Over (Under) Expenditures | (2,763,654)   | (1,518,511) | (2,144,530) | (3,866,066) |
| Other Financing Sources (Uses)                               |               |             |             |             |
| Transfers In                                                 | 2,153,190     | 1,891,354   | 2,621,132   | 2,119,313   |
| Transfers Out                                                | (1,936,190)   | (1,338,354) | (1,985,632) | (1,434,235) |
| Sales of Capital Assets                                      | -             | -           | -           | -           |
| Auction Proceeds                                             | 103,565       | 52,538      | 45          | -           |
| Bond Issued                                                  | 7,760,000     | -           | 6,000,000   | -           |
| Premium of Issuance of Debt                                  | 178,229       | -           | 91,669      | -           |
| Transfer to Escrow Agent                                     | (5,218,242)   | -           | -           | -           |
| Total Other Financing Sources (Uses)                         | 3,040,552     | 605,538     | 6,727,214   | 685,078     |
| Net Change in Fund Balances                                  | 276,898       | (912,973)   | 4,582,684   | (3,180,988) |
| Debt Service as a Percentage<br>of Noncapital Expenditures   | 3.19%         | 3.52%       | 3.14%       | 3.17%       |

\* Modified Accrual Basis of Accounting

\*\*Auditors restated 2012, from 2011 and earlier have not been adjusted.

\*\*\*Beginning in 2014, state shared revenues have been recorded as intergovernmental revenues.

Data Source: Village Records

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 2014***     | 2015        | 2016        | 2017        | 2018        | 2019        |
|-------------|-------------|-------------|-------------|-------------|-------------|
| 14,554,564  | 14,742,622  | 15,034,583  | 15,510,127  | 15,980,771  | 16,321,876  |
| 9,564,978   | 9,712,718   | 9,701,271   | 9,816,523   | 10,494,959  | 9,835,616   |
| 207,312     | 1,330,769   | 326,177     | 1,763,982   | 344,389     | 362,747     |
| 11,081,081  | 1,931,512   | 11,843,812  | 3,043,453   | 12,623,735  | 14,074,544  |
| 1,803,317   | 350,042     | 3,025,628   | 330,475     | 2,820,773   | 3,121,111   |
| 1,371,779   | 12,271,219  | 1,504,400   | 11,709,919  | 1,600,263   | 1,695,784   |
| 107,765     | 25,061      | 65,600      | 153,816     | 292,340     | 807,330     |
| 2,107,628   | 1,404,841   | 1,610,746   | 1,456,876   | 1,884,579   | 2,694,331   |
| 40,798,424  | 41,768,784  | 43,112,217  | 43,785,171  | 46,041,809  | 48,913,339  |
| 5,522,549   | 5,084,772   | 5,693,142   | 5,774,748   | 6,804,142   | 6,293,156   |
| 22,773,535  | 25,237,115  | 27,407,019  | 25,776,184  | 26,732,460  | 27,561,835  |
| 10,878,278  | 8,092,735   | 6,978,307   | 8,101,888   | 8,710,363   | 7,341,611   |
| 2,018,451   | 2,828,194   | 8,252,604   | 1,362,213   | 1,502,272   | 3,689,375   |
| 790,000     | 510,000     | 525,000     | 1,275,000   | 1,315,000   | 1,210,000   |
| 313,665     | 296,747     | 371,456     | 401,609     | 370,202     | 325,743     |
| -           | -           | -           | -           | -           | -           |
| 42,296,478  | 42,049,563  | 49,227,528  | 42,691,642  | 45,434,439  | 46,421,720  |
| (1,498,054) | (280,779)   | (6,115,311) | 1,093,529   | 607,370     | 2,491,619   |
| 2,552,288   | 3,521,760   | 3,402,595   | 4,204,943   | 9,068,487   | 5,397,700   |
| (1,481,564) | (2,686,312) | (2,253,984) | (3,192,426) | (8,995,638) | (4,171,708) |
| 488         | 1,601       | 1,385       | 28,758      | -           | 163,085     |
| -           | -           | -           | -           | -           | -           |
| -           | -           | 6,125,000   | -           | -           | 1,449,275   |
| -           | -           | 100,778     | -           | -           | -           |
| -           | -           | -           | -           | -           | (1,457,080) |
| 1,071,212   | 837,049     | 7,375,774   | 1,041,275   | 72,849      | 1,381,272   |
| (426,842)   | 556,270     | 1,260,463   | 2,134,804   | 680,219     | 3,872,891   |
| 2.68%       | 2.06%       | 2.19%       | 4.24%       | 3.89%       | 3.48%       |

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years December 31, 2019 (Unaudited)**

| Tax<br>Levy<br>Year | Residential<br>Property | Commercial<br>Property | Industrial<br>Property | Other<br>Property |
|---------------------|-------------------------|------------------------|------------------------|-------------------|
| 2010                | \$ 1,435,137,071        | \$ 325,603,742         | \$ 12,723,472          | \$ 636,502        |
| 2011                | 1,338,206,375           | 315,118,343            | 10,706,904             | 832,216           |
| 2012                | 1,223,424,081           | 296,910,564            | 10,221,534             | 617,198           |
| 2013                | 1,115,221,955           | 292,225,583            | 9,050,042              | 618,433           |
| 2014                | 1,120,788,463           | 294,457,084            | 9,119,150              | 696,091           |
| 2015                | 1,181,620,776           | 290,063,933            | 3,377,285              | 631,771           |
| 2016                | 1,299,550,777           | 310,452,203            | 3,611,330              | 636,718           |
| 2017                | 1,336,606,286           | 318,894,119            | 3,900,196              | 628,731           |
| 2018                | 1,347,695,708           | 334,731,537            | 4,684,958              | 653,520           |
| 2019                | 1,448,683,899 *         | 361,606,703 *          | 5,211,860 *            | 42,604 *          |

\* Cook County property class and assessed valuation is an estimate. Cook County information not yet available.

Note: Total Direct Tax Rate is weighted for both Cook and Lake Counties.

Data Source: Office of the County Clerk/Office of the Lake County Clerk

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| Total Assessed<br>Value | Estimated<br>Actual Taxable<br>Value | Tax Rate<br>for Lake County | Estimated<br>Actual Taxable<br>Value % |
|-------------------------|--------------------------------------|-----------------------------|----------------------------------------|
| \$ 1,774,100,787        | \$ 5,322,302,361                     | 0.7970                      | 33.333%                                |
| 1,664,863,838           | 4,994,591,514                        | 0.8520                      | 33.333%                                |
| 1,531,173,377           | 4,593,520,131                        | 0.9290                      | 33.333%                                |
| 1,417,116,013           | 4,251,348,039                        | 0.9830                      | 33.333%                                |
| 1,425,060,788           | 4,275,182,364                        | 0.9930                      | 33.333%                                |
| 1,475,693,765           | 4,427,081,295                        | 0.9550                      | 33.333%                                |
| 1,614,251,028           | 4,842,753,084                        | 0.9210                      | 33.333%                                |
| 1,660,029,332           | 4,980,087,996                        | 0.9080                      | 33.333%                                |
| 1,687,765,723           | 5,063,297,169                        | 0.9070                      | 33.333%                                |
| 1,815,545,066 *         | 5,446,635,198                        | 0.8903                      | 33.333%                                |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years December 31, 2019 (Unaudited)

|                                                               | 2010   | 2011   | 2012   |
|---------------------------------------------------------------|--------|--------|--------|
| Direct Rate                                                   |        |        |        |
| Lake County                                                   |        |        |        |
| Village of Buffalo Grove                                      | 0.797  | 0.852  | 0.929  |
| Cook County                                                   |        |        |        |
| Village of Buffalo Grove                                      | 0.810  | 0.886  | 1.030  |
| Total                                                         | 1.607  | 1.738  | 1.959  |
| Overlapping Rate                                              |        |        |        |
| Lake County                                                   |        |        |        |
| County, including Forest Preserve                             | 0.703  | 0.755  | 0.820  |
| Combined School Districts (102, 125, 532)                     | 5.610  | 6.158  | 6.779  |
| Buffalo Grove Park District                                   | 0.425  | 0.452  | 0.511  |
| Vernon Area Public Library                                    | 0.315  | 0.385  | 0.441  |
| All Other (1)                                                 | 0.102  | 0.092  | 0.106  |
| Cook County                                                   |        |        |        |
| County, including Forest Preserve                             | 0.474  | 0.520  | 0.594  |
| Metropolitan Water Reclamation District<br>of Greater Chicago | 0.274  | 0.320  | 0.370  |
| Combined School Districts (21, 214, 512)                      | 5.792  | 6.565  | 6.917  |
| Buffalo Grove Park District                                   | 0.439  | 0.479  | 0.557  |
| Indian Trails Public Library District                         | 0.347  | 0.393  | 0.463  |
| All other (2)                                                 | 0.071  | 0.107  | 0.187  |
| Total (3)                                                     | 14.552 | 16.226 | 17.745 |

### Notes:

Taxes Levied on a calendar year basis for collection in the subsequent year.

The Village is home rule unit under the 1970 Illinois State Constitution and, as such, has no statutory tax rate limitations.

(1) Includes Road and Bridge and General Assistance for the Township herein.

(2) Includes Northwest Mosquito Abatement, Consolidated Elections, Road and Bridge, and General Assistance for the Township herein.

(3) Representative tax rates for other government units are from Vernon Township Tax Code 16-92, which the largest portion of the Village's 2018 EAV. Representative tax rates for other government units are from Cook County Tax Code 38077, which represents the largest portion of the Village's 2017 EAV within Cook County.

N/A - Not Available

Data Source: Cook County Tax Extension/Lake County Tax Extension

| 2013   | 2014   | 2015   | 2016   | 2017   | 2018  | 2019   |
|--------|--------|--------|--------|--------|-------|--------|
| 0.983  | 0.993  | 0.955  | 0.921  | 0.908  | 0.907 | 0.890  |
| 1.211  | 1.235  | 1.316  | 1.138  | 0.969  | 1.210 | 1.136  |
| 2.194  | 2.228  | 2.271  | 2.059  | 1.877  | 2.117 | 2.026  |
| 0.881  | 0.893  | 0.871  | 0.825  | 0.809  | 0.794 | 0.776  |
| 7.068  | 7.164  | 7.034  | 6.680  | 6.634  | 6.665 | 6.459  |
| 0.537  | 0.553  | 0.517  | 0.492  | 0.482  | 0.480 | 0.465  |
| 0.311  | 0.317  | 0.308  | 0.293  | 0.291  | 0.294 | 0.293  |
| 0.105  | 0.113  | 0.110  | 0.104  | 0.099  | 0.096 | 0.091  |
| 0.125  | 0.126  | 0.621  | 0.596  | 0.558  | N/A   | 0.513  |
| 0.417  | 0.430  | 0.426  | 0.406  | 0.402  | N/A   | 0.389  |
| 8.053  | 8.657  | 8.989  | 7.909  | 8.010  | N/A   | 7.450  |
| 0.658  | 0.677  | 0.714  | 0.606  | 0.641  | N/A   | 0.584  |
| 0.504  | 0.529  | 0.534  | 0.476  | 0.481  | N/A   | 0.446  |
| 0.129  | 0.094  | 0.130  | 0.073  | 0.108  | N/A   | 0.100  |
| 18.788 | 19.553 | 20.254 | 18.460 | 18.515 | 8.328 | 17.565 |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

## VILLAGE OF BUFFALO GROVE, ILLINOIS

Principal Property Tax Payers - Current Year and Nine Years Ago  
December 31, 2019 (Unaudited)

| Taxpayer                         | 2019                         |      |                                                                | 2010                         |      |                                                                |
|----------------------------------|------------------------------|------|----------------------------------------------------------------|------------------------------|------|----------------------------------------------------------------|
|                                  | Taxable<br>Assessed<br>Value | Rank | Percentage<br>of Total Village<br>Taxable<br>Assessed<br>Value | Taxable<br>Assessed<br>Value | Rank | Percentage<br>of Total Village<br>Taxable<br>Assessed<br>Value |
| Chevy Chase Busniess Park Ltd \$ | 28,109,622                   | 1    | 1.55%                                                          | \$ 18,960,235                | 2    | 1.19%                                                          |
| Hamilton Partners (1)            | 12,161,953                   | 2    | 0.67%                                                          | 12,986,131                   | 3    | 0.69%                                                          |
| Penobscot Management LLC (3)     | 9,662,518                    | 3    | 0.53%                                                          | 9,405,158                    | 5    | 0.50%                                                          |
| Buffalo Grove STE 106            | 8,705,396                    | 4    | 0.48%                                                          |                              |      |                                                                |
| Millbrook                        | 9,396,043                    | 5    | 0.52%                                                          | 11,978,786                   | 4    | 0.64%                                                          |
| Leider lane Investors LLC        | 8,836,833                    | 6    | 0.49%                                                          |                              |      |                                                                |
| Arthur J. Rogers and Co (4)      | 8,003,543                    | 7    | 0.44%                                                          | 9,012,393                    | 7    | 0.48%                                                          |
| BRI 1862 Riverwalk LLC (5)       | 9,227,222                    | 8    | 0.51%                                                          |                              |      |                                                                |
| Riverwalk South LLC (2)          | 8,289,244                    | 9    | 0.46%                                                          | 9,241,551                    | 6    | 0.49%                                                          |
| Resource Real Estate Inc         | 6,747,312                    | 10   | 0.37%                                                          |                              |      |                                                                |
| Amli at Chevy Chase LP           |                              |      |                                                                | 22,307,543                   | 1    | 1.19%                                                          |
| Remax Consumer Plastics Inc      |                              |      |                                                                | 7,355,354                    | 8    | 0.39%                                                          |
| Strathmore Square                |                              |      |                                                                | 6,895,030                    | 9    | 0.37%                                                          |
| NTL Shopping Plaza               |                              |      |                                                                | 6,587,600                    | 10   | 0.35%                                                          |
|                                  | <u>109,139,686</u>           |      | <u>6.01%</u>                                                   | <u>114,729,781</u>           |      | <u>6.29%</u>                                                   |

Note: Every effort was made to seek out and report the largest taxpayers. However, many of the taxpayers contain multiple parcels, and it is possible that some parcels and their valuations have been overlooked.

Data Source: Office of the County Clerk of Cook/Office of the County Clerk of Lake

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



**VILLAGE OF BUFFALO GROVE, ILLINOIS**

**Property Tax Levies and Collections - Last Ten Fiscal Years  
December 31, 2019 (Unaudited)**

| Tax Levy Year | Lake County                      |                                              |                    | Cook County                      |                                              |                    | Village Total | Percentage of Levy |
|---------------|----------------------------------|----------------------------------------------|--------------------|----------------------------------|----------------------------------------------|--------------------|---------------|--------------------|
|               | Taxes Levied for the Fiscal Year | Collected within the Fiscal Year of the Levy |                    | Taxes Levied for the Fiscal Year | Collected within the Fiscal Year of the Levy |                    |               |                    |
|               |                                  | Amount                                       | Percentage of Levy |                                  | Amount                                       | Percentage of Levy |               |                    |
| 2009          | \$ 10,826,999                    | \$ 10,818,398                                | 99.92%             | \$ 3,131,059                     | \$ 2,992,768                                 | \$ 13,811,166      | 95.58%        | 98.95%             |
| 2010          | 10,911,629                       | 10,902,757                                   | 99.92%             | 3,280,083                        | 3,203,676                                    | 14,106,433         | 97.67%        | 99.40%             |
| 2011          | 11,026,478                       | 11,019,638                                   | 99.94%             | 3,279,285                        | 3,225,824                                    | 14,245,462         | 98.37%        | 99.58%             |
| 2012          | 11,183,780                       | 11,105,274                                   | 99.30%             | 3,449,572                        | 3,399,477                                    | 14,504,751         | 98.55%        | 99.12%             |
| 2013          | 11,413,067                       | 11,172,745                                   | 97.89%             | 3,424,515                        | 3,381,819                                    | 14,554,564         | 98.75%        | 98.09%             |
| 2014          | 11,339,326                       | 11,322,087                                   | 99.85%             | 3,500,800                        | 3,409,458                                    | 14,731,545         | 97.39%        | 99.27%             |
| 2015          | 11,678,742                       | 11,426,115                                   | 97.84%             | 3,514,106                        | 3,608,468                                    | 15,034,583         | 102.69%       | 98.96%             |
| 2016          | 11,783,047                       | 11,761,365                                   | 99.82%             | 3,811,228                        | 3,748,763                                    | 15,510,128         | 98.36%        | 99.46%             |
| 2017          | 12,055,130                       | 12,055,130                                   | 100.00%            | 4,022,627                        | 3,916,453                                    | 15,971,583         | 97.36%        | 99.34%             |
| 2018          | 12,296,750                       | 12,273,540                                   | 99.81%             | 4,177,992                        | 4,048,337                                    | 16,321,877         | 96.90%        | 99.07%             |

Data Source: Office of the County Clerk of Cook/Office of the County Clerk of Lake

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Taxable Sales by Category - Last Ten Calendar Years December 31, 2019 (Unaudited)**

|                                 | 2010      | 2011      | 2012      |
|---------------------------------|-----------|-----------|-----------|
| General Merchandise             | \$ 3,901  | 18,514    | 17,526    |
| Food                            | 1,362,170 | 1,244,667 | 1,193,312 |
| Drinking and Eating Places      | 933,212   | 921,617   | 997,738   |
| Apparel                         | 128,663   | 129,402   | 130,163   |
| Furniture, Households and radio | 415,396   | 378,836   | 437,774   |
| Lumber, Building and Hardware   | 402,483   | 534,413   | 812,434   |
| Automobile and Filling Stations | 959,870   | 853,864   | 954,996   |
| Drugs and Misc. Retail          | 1,431,121 | 1,982,824 | 1,847,550 |
| Agriculture and All Others      | 1,062,978 | 1,193,620 | 1,347,303 |
| Manufacturers                   | 379,893   | 378,326   | 334,442   |
| Totals                          | 7,079,687 | 7,636,083 | 8,073,238 |
| Total Number of Taxpayers       | 997       | 1,286     | 966       |
| Village Direct Sales Tax rate   | 1.00%     | 1.00%     | 1.00%     |
| Village Home Rule Tax rate      | 1.00%     | 1.00%     | 1.00%     |

Note: Blank Categories have less than four taxpayers; therefore, no data is shown to protect the confidentiality of the individual taxpayers.

\*Excludes values for taxpayers in Cook County.

Data Source:

Office of the County Clerk of Cook

Office of the County Clerk of Lake

Illinois Department of Revenue

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 2013      | 2014      | 2015       | 2016       | 2017       | 2018       | 2019       |
|-----------|-----------|------------|------------|------------|------------|------------|
| 10,105    | 9,098     | 66,228     | 86,125     | -          | -          | -          |
| 1,133,605 | 1,080,556 | 1,552,983  | 1,481,195  | 1,557,474  | 1,836,131  | 2,419,704  |
| 1,025,547 | 1,023,545 | 1,062,206  | 1,118,330  | 1,107,878  | 1,133,048  | 1,203,642  |
| 120,210   | 104,229   | 94,538     | 92,409     | 68,075     | 66,797     | 167,211    |
| 463,678 * | 356,095   | 521,007    | 369,583    | 380,907    | 1,250,788  | 1,294,886  |
| 1,236,689 | 1,666,708 | 1,879,818  | 2,074,008  | 2,357,551  | 2,202,029  | 2,119,185  |
| 857,713   | 947,278   | 918,216    | 867,250    | 1,007,356  | 1,068,115  | 1,089,620  |
| 1,915,937 | 2,349,469 | 1,790,381  | 1,986,578  | 1,568,024  | 1,536,061  | 1,481,357  |
| 1,572,248 | 1,693,506 | 2,313,502  | 2,231,299  | 2,573,323  | 2,470,229  | 2,484,560  |
| 285,848   | 270,063   | 351,808    | 220,927    | 200,727    | 180,646    | 213,851    |
| 8,621,580 | 9,500,547 | 10,550,687 | 10,527,704 | 10,821,315 | 11,743,844 | 12,474,017 |
| 972       | 974       | 1,043      | 1,022      | 1,036      | 1,036      | 987        |
| 1.00%     | 1.00%     | 1.00%      | 1.00%      | 1.00%      | 1.00%      | 1.00%      |
| 1.00%     | 1.00%     | 1.00%      | 1.00%      | 1.00%      | 1.00%      | 1.00%      |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Direct and Overlapping Sales Tax Rates - Last Ten Fiscal Years December 31, 2019 (Unaudited)**

| Fiscal Year | Village Direct Rate | Village Home Rule Rate | State of Illinois Sales Tax Rate |
|-------------|---------------------|------------------------|----------------------------------|
| 2010        | 1.00%               | 1.00%                  | 6.50%                            |
| 2011        | 1.00%               | 1.00%                  | 6.50%                            |
| 2012        | 1.00%               | 1.00%                  | 6.50%                            |
| 2013        | 1.00%               | 1.00%                  | 6.50%                            |
| 2014        | 1.00%               | 1.00%                  | 6.50%                            |
| 2015        | 1.00%               | 1.00%                  | 6.50%                            |
| 2016        | 1.00%               | 1.00%                  | 6.50%                            |
| 2017        | 1.00%               | 1.00%                  | 6.50%                            |
| 2018        | 1.00%               | 1.00%                  | 6.50%                            |
| 2019        | 1.00%               | 1.00%                  | 6.50%                            |

Data Source: Illinois Department of Revenue

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Ratios of Outstanding Debt By Type - Last Ten Fiscal Years December 31, 2019 (Unaudited)**

| Fiscal<br>Year | Governmental<br>Activities     | Business-Type Activities       |              |                     |
|----------------|--------------------------------|--------------------------------|--------------|---------------------|
|                | General<br>Obligation<br>Bonds | General<br>Obligation<br>Bonds | IEPA<br>Loan | Installment<br>Note |
| 2010           | \$ 8,255,000                   | \$ -                           | \$ -         | \$ -                |
| 2011           | 7,200,000                      | -                              | -            | -                   |
| 2012           | 12,280,000                     | -                              | -            | -                   |
| 2013           | 11,340,000                     | -                              | 173,618      | -                   |
| 2014           | 10,730,503                     | -                              | 400,519      | -                   |
| 2015           | 10,202,453                     | -                              | 383,487      | 1,193,599           |
| 2016           | 15,881,408                     | -                              | 366,060      | 6,894,447           |
| 2017           | 14,581,706                     | -                              | 348,233      | 6,638,399           |
| 2018           | 13,243,707                     | -                              | 329,993      | 6,341,869           |
| 2019           | 11,936,027                     | -                              | 311,332      | 6,001,817           |

Notes: Details of the Village's outstanding debt can be found in the Notes to Financial Statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

(2) See the Schedule of Assessed Value and Actual Value of Taxable Property for equalized assessed valuation data.

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| Total<br>Primary<br>Government | Ratio of<br>Total<br>Outstanding<br>Debt to<br>Equalized<br>Assessed<br>Valuation (2) | Total<br>Outstanding<br>Debt<br>Per Capita (1) | Debt<br>Outstanding<br>as a Percentage<br>of Personal<br>Income (1) |
|--------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------|
| \$ 8,255,000                   | 0.16%                                                                                 | 198.93                                         | 0.45%                                                               |
| 7,200,000                      | 0.14%                                                                                 | 171.79                                         | 0.39%                                                               |
| 12,280,000                     | 0.27%                                                                                 | 290.10                                         | 0.65%                                                               |
| 11,513,618                     | 0.27%                                                                                 | 275.59                                         | 0.61%                                                               |
| 11,131,022                     | 0.26%                                                                                 | 265.11                                         | 0.57%                                                               |
| 11,779,539                     | 0.27%                                                                                 | 283.82                                         | 0.61%                                                               |
| 23,141,915                     | 0.48%                                                                                 | 557.64                                         | 1.19%                                                               |
| 21,568,338                     | 0.43%                                                                                 | 523.17                                         | 1.11%                                                               |
| 19,915,569                     | 0.39%                                                                                 | 487.49                                         | 0.98%                                                               |
| 18,249,176                     | 0.34%                                                                                 | 450.66                                         | 0.84%                                                               |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years December 31, 2019 (Unaudit**

| Fiscal Year | General Obligation Bonds | Less: Amounts Available in Debt Service | Total        | Percentage of Total Taxable Assessed Value of Property (1) | Per Capita (2) |
|-------------|--------------------------|-----------------------------------------|--------------|------------------------------------------------------------|----------------|
| 2010        | \$ 8,255,000             | \$ -                                    | \$ 8,255,000 | 0.16%                                                      | \$ 198.93      |
| 2011        | 7,200,000                | -                                       | 7,200,000    | 0.14%                                                      | 171.79         |
| 2012        | 12,280,000               | -                                       | 12,280,000   | 0.27%                                                      | 290.10         |
| 2013        | 11,340,000               | -                                       | 11,340,000   | 0.27%                                                      | 271.43         |
| 2014        | 10,730,503               | -                                       | 10,730,503   | 0.25%                                                      | 255.57         |
| 2015        | 10,202,453               | -                                       | 10,202,453   | 0.23%                                                      | 245.82         |
| 2016        | 15,881,408               | -                                       | 15,881,408   | 0.33%                                                      | 382.68         |
| 2017        | 14,581,706               | -                                       | 14,581,706   | 0.29%                                                      | 353.70         |
| 2018        | 13,243,707               | -                                       | 13,243,707   | 0.26%                                                      | 324.18         |
| 2019        | 11,936,027               | 803                                     | 11,935,224   | 0.22%                                                      | 294.74         |

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for property value data.

(2) See the Schedule of Demographic and Economic Statistics for population data.

Note: Details of the Village's outstanding debt can be found in the Notes to the Financial Statements.

Data Source: Village Records

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Schedule of Direct and Overlapping Governmental Activities Debt December 31, 2019 (Unaudited)

| Governmental Unit                              | Gross Debt    | Percentage of<br>Debt<br>Applicable<br>to Village (1) | Village's<br>Share of<br>Debt |
|------------------------------------------------|---------------|-------------------------------------------------------|-------------------------------|
| Village                                        | \$ 11,936,027 | 100.00%                                               | \$ 11,936,027                 |
| Overlapping Debt                               |               |                                                       |                               |
| School Districts                               |               |                                                       |                               |
| Cook County School District #21                | 94,940,000    | 18.49%                                                | 17,554,406                    |
| Kildeer Countryside Community Consolidated #96 | -             | 38.78%                                                | -                             |
| Aptakisic-Tripp Community Consolidated #102    | 16,855,000    | 76.49%                                                | 12,892,390                    |
| Lincolnshire-Half Day District #103            | 5,560,000     | 12.13%                                                | 674,428                       |
| Adlai E. Stevenson H.S. District #125          | 41,065,000    | 37.47%                                                | 15,387,056                    |
| Wheeling Township H.S. District #214           | 33,010,000    | 3.87%                                                 | 1,277,487                     |
| Harper Community College #512                  | 103,580,000   | 1.76%                                                 | 1,823,008                     |
| College of Lake County #532                    | 53,365,000    | 5.36%                                                 | 2,860,364                     |
| Total of School Districts                      | 348,375,000   |                                                       | 52,469,138                    |
| Other than School Districts                    |               |                                                       |                               |
| Lake County                                    | 157,790,000   | 5.10%                                                 | 8,047,290                     |
| Lake County Forest Preserve                    | 222,645,000   | 5.10%                                                 | 11,354,895                    |
| Cook County                                    | 2,803,851,750 | 0.21%                                                 | 5,888,089                     |
| Cook County Forest Preserve                    | 131,815,000   | 0.21%                                                 | 276,812                       |
| Metropolitan Water Reclamation District        | 2,274,859,669 | 0.21%                                                 | 4,777,205                     |
| Buffalo Grove Park District                    | 12,030,000    | 96.15%                                                | 11,566,845                    |
| Wheeling Park District                         | 10,741,000    | 7.81%                                                 | 838,872                       |
| Total Other than School Districts              | 5,613,732,419 |                                                       | 42,750,008                    |
| Total Direct and Overlapping Debt              | 5,625,668,446 |                                                       | 85,500,015                    |

Data Source: Cook County Tax Extension Department

(1) Determined by ratio of assessed valuation of property subject to taxation in the Village to valuation of property subject to taxation in overlapping unit.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Village. This schedule estimates the portion of outstanding debt of those overlapping governments that is borne by the residents and businesses of the Village of Buffalo Grove. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying a debt, of each overlapping government.

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



## VILLAGE OF BUFFALO GROVE, ILLINOIS

### Schedule of Legal Debt Margin December 31, 2019 (Unaudited)

The Village is a home rule municipality.

Article VII, Section 6(k) of the 1970 Illinois constitution governs computation of legal debt margin.

The General Assembly may limit by law the amount and require referendum approval of debt to be incurred by some home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.

To date the General Assembly has set no limits for home rule municipalities.

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Demographic and Economic Statistics - Last Ten Fiscal Years December 31, 2019 (Unaudited)**

| Fiscal Year | Population |   | Equalized Assessed Valuation | Per Capita Personal EAV | Personal Income | Per Capita Income | Unemployment Rate |
|-------------|------------|---|------------------------------|-------------------------|-----------------|-------------------|-------------------|
| 2010        | 41,496     | A | \$ 1,774,100,787             | \$ 42,754               | 1,817,773,776   | 43,806 (2)        | 8.4%              |
| 2011        | 41,911     | E | 1,664,431,364                | 39,713                  | 1,854,311,029   | 44,244 E          | 7.6%              |
| 2012        | 42,330     | E | 1,531,173,377                | 36,172                  | 1,891,582,681   | 44,687 E          | 7.1%              |
| 2013        | 41,778     | E | 1,456,040,510                | 34,852                  | 1,882,391,346   | 45,057 (1)        | 6.8%              |
| 2014        | 41,987     | E | 1,425,060,788                | 33,941                  | 1,939,085,621   | 46,183 E          | 5.7%              |
| 2015        | 41,503     | E | 1,475,693,765                | 35,556                  | 1,930,595,051   | 46,517 (1)        | 4.2%              |
| 2016        | 41,500     | E | 1,614,251,028                | 38,898                  | 1,949,794,500   | 46,983 (3)        | 4.3%              |
| 2017        | 41,226     | E | 1,662,450,463                | 40,325                  | 1,938,570,198   | 47,023 (3)        | 5.7%              |
| 2018        | 40,853     | E | 1,687,765,723                | 41,313                  | 2,041,301,851   | 49,967 (3)        | 3.3%              |
| 2019        | 40,494     | E | 1,815,545,066                | 44,835                  | 2,161,569,720   | 53,380 (3)        | 3.0%              |

A- Actual  
E - Estimate

(1) - US Census Website  
(2) - American Community Survey 3 Year Estimates  
(3) - Illinois Department of Employment Security

Data Source: U.S. Department of Labor, Bureau of Labor Statistics, U.S. Census Bureau

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# VILLAGE OF BUFFALO GROVE, ILLINOIS

## Principal Employers - Current Year and Nine Years Ago December 31, 2019 (Unaudited)

| Employer                         | 2019         |      |                                                 | 2010         |      |                                                 |
|----------------------------------|--------------|------|-------------------------------------------------|--------------|------|-------------------------------------------------|
|                                  | Employees    | Rank | Percentage<br>of Total<br>Village<br>Employment | Employees    | Rank | Percentage<br>of Total<br>Village<br>Employment |
| Siemens Building Technologies    | 1,800        | 1    | 4.45%                                           | 2,000        | 1    | 4.82%                                           |
| I.S.I.                           | 1,200        | 2    | 2.96%                                           |              |      |                                                 |
| ESS                              | 550          | 3    | 1.36%                                           |              |      |                                                 |
| Plexus Corp                      | 370          | 4    | 0.91%                                           | 370          | 6    | 0.89%                                           |
| Veritas Document Solutions       | 300          | 5    | 0.74%                                           |              |      |                                                 |
| US LBM Holdings, LLC             | 250          | 6    | 0.62%                                           |              |      |                                                 |
| Village of Buffalo Grove         | 217          | 7    | 0.54%                                           |              |      |                                                 |
| ARxIUM                           | 200          | 8    | 0.49%                                           |              |      |                                                 |
| Vapor Bus International          | 200          | 9    | 0.49%                                           |              |      |                                                 |
| Leica Microsystems Inc.          | 200          | 10   | 0.49%                                           |              |      |                                                 |
| IPA North America                |              |      |                                                 | 1,800        | 2    | 4.34%                                           |
| Rexam                            |              |      |                                                 | 800          | 3    | 1.93%                                           |
| Crosscom National LLC            |              |      |                                                 | 450          | 4    | 1.08%                                           |
| GSF-USA, Inc                     |              |      |                                                 | 450          | 5    | 1.08%                                           |
| RG Ray Corporation               |              |      |                                                 | 350          | 7    | 0.84%                                           |
| ASAP Software                    |              |      |                                                 | 225          | 8    | 0.54%                                           |
| Amerisource Bergen               |              |      |                                                 | 200          | 9    | 0.48%                                           |
| Panasonic Factory Automation, Co |              |      |                                                 | 200          | 10   | 0.48%                                           |
|                                  | <u>5,287</u> |      | <u>13.06%</u>                                   | <u>6,845</u> |      | <u>16.48%</u>                                   |

Data Source:

Sources: 2019 Illinois Manufacturing Directory

2019 Illinois Services Directory and a selective telephone survey

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years December 31, 2019 (Unaudited)**

|                                   | 2010         | 2011         | 2012         |
|-----------------------------------|--------------|--------------|--------------|
| <b>General Government</b>         |              |              |              |
| Administration                    |              |              |              |
| Village Managers Office           | 4.0          | 4.0          | 4.5          |
| Information Technology            | 3.5          | 3.5          | 3.5          |
| Human Resources                   | 2.0          | 2.0          | 2.0          |
| Finance                           | 8.5          | 8.5          | 8.5          |
| Community Development             | 10.0         | 10.0         | 10.0         |
| Planning                          | 1.5          | 1.5          | 1.5          |
| <b>Public Safety</b>              |              |              |              |
| Police                            |              |              |              |
| Full-Time Police Officers         | 69.0         | 69.0         | 69.0         |
| Community Service Officers        | 3.0          | 3.0          | 3.0          |
| Civilians                         | 17.5         | 17.5         | 16.5         |
| Fire                              |              |              |              |
| Full-time Firefighters/Paramedics | 62.0         | 62.0         | 62.0         |
| Civilians                         | 6.0          | 6.0          | 3.5          |
| <b>Public Works</b>               |              |              |              |
| Public Works Administration       | 12.0         | 11.0         | 11.0         |
| Streets/Forestry                  | 20.0         | 20.0         | 20.0         |
| Water/Sewer                       | 13.0         | 13.0         | 13.0         |
| Central garage                    | 5.5          | 5.5          | 5.5          |
| Building Maintenance              | 4.0          | 4.0          | 4.0          |
| <b>Recreation</b>                 |              |              |              |
| Administration                    | 13.5         | 13.5         | 13.5         |
| Grounds Maintenance               | 15.0         | 15.0         | 15.0         |
| <b>Total</b>                      | <b>270.0</b> | <b>269.0</b> | <b>266.0</b> |
| <b>Recreation</b>                 |              |              |              |
| Seasonal                          | 34.0         | 34.0         | 34.0         |

Data Source: Village Finance Department

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 2013  | 2014  | 2015  | 2016  | 2017  | 2018  | 2019  |
|-------|-------|-------|-------|-------|-------|-------|
| 5.5   | 7.5   | 6.0   | 5.0   | 5.5   | 5.5   | 5.5   |
| 3.5   | 3.0   | -     | -     | -     | -     | -     |
| 2.0   | 2.0   | 2.0   | 2.0   | 2.0   | 2.0   | 2.0   |
| 9.5   | 10.0  | 8.0   | 9.0   | 9.0   | 9.0   | 8.0   |
| 10.0  | 9.5   | 12.0  | 12.0  | 14.0  | 15.0  | 13.0  |
| 1.5   | 1.5   | -     | -     | -     | -     | -     |
| 64.0  | 63.0  | 63.0  | 63.0  | 61.0  | 61.0  | 63.0  |
| 3.0   | 3.0   | 3.0   | 3.0   | 2.0   | 2.0   | 2.0   |
| 17.0  | 15.0  | 15.0  | 15.5  | 16.0  | 16.0  | 20.0  |
| 58.0  | 58.0  | 59.0  | 59.0  | 58.0  | 59.0  | 56.0  |
| 3.5   | 1.5   | 1.0   | 1.0   | 4.5   | 5.0   | 7.0   |
| 5.0   | 6.0   | 6.0   | 6.0   | 12.0  | 11.5  | 10.0  |
| 18.5  | 18.5  | 20.0  | 20.0  | 20.0  | 20.0  | 17.0  |
| 8.0   | 9.0   | 10.0  | 9.0   | 12.0  | 12.0  | 13.0  |
| 5.5   | 5.5   | 5.5   | 5.5   | 5.5   | 5.5   | 5.5   |
| 4.0   | 6.0   | 6.0   | 6.0   | 4.5   | 4.5   | 4.5   |
| 18.0  | 19.5  | 19.5  | 4.0   | 4.0   | 4.0   | 2.0   |
| 16.0  | 11.5  | 11.5  | -     | -     | -     | -     |
| 252.5 | 250.0 | 247.5 | 220.0 | 230.0 | 232.0 | 228.5 |
| 30.0  | 30.0  | 30.0  | 30.0  | 30.0  | 30.0  | 29.0  |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2019 (Unaudited)**

|                                            | 2010   | 2011   | 2012   |
|--------------------------------------------|--------|--------|--------|
| General Government                         |        |        |        |
| Building and Zoning                        |        |        |        |
| Building Permits Issued                    | 1,959  | 1,930  | 2,206  |
| Building Inspections Conducted             | 7,088  | 9,661  | 15,858 |
| Property Maintenance Inspections Conducted | 3,158  | 3,462  | 5,828  |
| Public Safety                              |        |        |        |
| Police                                     |        |        |        |
| Physical Arrests                           | 981    | 820    | 671    |
| Parking Violations                         | 2,062  | 2,031  | 3,341  |
| Traffic Violations                         | 11,999 | 11,867 | 10,826 |
| DUI Arrests                                | 222    | 164    | 107    |
| Vehicle Crashes                            | 1,391  | 1,396  | 1,260  |
| Fire                                       |        |        |        |
| Ambulance Calls/EMS                        | 2,743  | 2,568  | 2,789  |
| Service Calls                              | 610    | 1,053  | 487    |
| Fire Calls                                 | 735    | 737    | 698    |
| Auto Aid/Mutual Aid                        | 654    | 676    | 680    |
| Public Works                               |        |        |        |
| Streets                                    |        |        |        |
| Street Resurfacing (Miles)                 | 3.00   | 2.90   | 5.51   |
| Parks and Recreation                       |        |        |        |
| Park Sites                                 | 46     | 46     | 46     |
| Golf Course - Combined                     |        |        |        |
| Golf Rounds Played - Paid                  | 52,740 | 56,918 | 59,937 |
| Water                                      |        |        |        |
| New Connections (Tap ons)                  | 50     | 12     | 15     |
| Average Daily Consumption (1)              | 4.30   | 4.09   | 3.92   |
| Peak Daily Consumption (1)                 | 7.30   | 7.84   | 7.93   |

(1) - Millions of Gallons

Data Source: Various Village Departments

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

| 2013   | 2014   | 2015   | 2016   | 2017   | 2018   | 2019   |
|--------|--------|--------|--------|--------|--------|--------|
| 2,651  | 2,833  | 2,582  | 2,957  | 2,567  | 2,502  | 3,443  |
| 7,456  | 7,074  | 11,625 | 9,053  | 6,692  | 6,817  | 7,361  |
| 3,288  | 3,172  | 1,894  | 2,160  | 1,954  | 1,902  | 2,254  |
| 759    | 886    | 809    | 521    | 441    | 452    | 406    |
| 2,984  | 3,634  | 3,766  | 5,754  | 6,781  | 5,748  | 3,404  |
| 13,171 | 8,349  | 7,969  | 6,054  | 5,310  | 6,054  | 4,844  |
| 124    | 154    | 97     | 74     | 87     | 85     | 74     |
| 1,507  | 1,429  | 363    | 1,473  | 1,294  | 1,353  | 1,459  |
| 2,613  | 3,385  | 3,123  | 3,160  | 3,201  | 3,145  | 3,145  |
| 483    | 1,245  | 340    | 309    | 293    | 309    | 409    |
| 865    | 821    | 1,585  | 1,279  | 1,082  | 1,257  | 1,253  |
| 654    | 1,063  | 1,055  | 987    | 1,045  | 967    | 1,193  |
| 10.84  | 3.28   | 2.45   | 11.40  | 2.76   | 0.97   | 2.64   |
| 46     | 46     | 46     | 46     | 46     | 46     | 46     |
| 53,639 | 54,689 | 68,602 | 53,599 | 51,138 | 48,770 | 44,000 |
| 27     | 9      | 23     | 19     | 3      | 23     | 11     |
| 3.70   | 3.58   | 3.39   | 3.60   | 3.23   | 3.49   | 3.13   |
| 6.20   | 5.40   | 5.14   | 5.54   | 5.98   | 5.69   | 4.83   |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)

# **VILLAGE OF BUFFALO GROVE, ILLINOIS**

## **Capital Asset Statistics by Function/Program - Last Ten Fiscal Years December 31, 2019 (Unaudited)**

|                 | 2010   | 2011   | 2012   |
|-----------------|--------|--------|--------|
| Public Safety   |        |        |        |
| Police          |        |        |        |
| Stations        | 1      | 1      | 1      |
| Patrol Units    | 36     | 36     | 34     |
| Fire            |        |        |        |
| Stations        | 3      | 3      | 3      |
| Fire Apparatus  | 21     | 21     | 21     |
| Public Works    |        |        |        |
| Streets         | 117.70 | 117.70 | 117.70 |
| Street (Miles)  | 2,745  | 2,778  | 2,778  |
| Streetlights    |        |        |        |
| Water           |        |        |        |
| Water Mains     | 179.83 | 180.25 | 180.25 |
| Fire Hydrants   | 2,475  | 2,474  | 2,475  |
| Wastewater      |        |        |        |
| Sanitary Sewers | 139.27 | 139.27 | 139.27 |

Data Source: Various Village Departments

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



| 2013            | 2014            | 2015            | 2016            | 2017            | 2018            | 2019            |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 1<br>28         | 1<br>29         | 1<br>30         | 1<br>29         | 1<br>31         | 1<br>30         | 1<br>29         |
| 3<br>21         | 3<br>20         | 3<br>20         | 3<br>20         | 3<br>20         | 3<br>20         | 3<br>20         |
| 117.70<br>2,778 | 118.20<br>2,786 | 118.20<br>2,789 | 118.22<br>2,789 | 114.02<br>2,790 | 114.02<br>2,755 | 113.90<br>2,437 |
| 180.30<br>2,477 | 180.90<br>2,487 | 181.14<br>2,493 | 181.31<br>2,501 | 181.97<br>2,514 | 185.99<br>2,507 | 186.19<br>2,507 |
| 139.30          | 139.80          | 139.92          | 139.92          | 139.96          | 141.60          | 135.94          |

Attachment: Buffalo Grove CAFR 1219 (Acceptance of 2019 Audit)



### Action Item : Snow and Ice Removal Rejection of Bids

#### Recommendation of Action

Staff recommends rejecting bids.

Based upon a review of costs provided by independent contractors and the Public Works department, staff believes it is in the best interests of the Village of Buffalo Grove to reject all bids, negotiate with Vendors for some services, and continue to have Public Works provide the majority of snow removal services for the Village of Buffalo Grove.

#### ATTACHMENTS:

- Memo - Snow & Ice 2020 9-2-2020 (DOCX)

**Trustee Liaison**  
Pike

**Staff Contact**  
Brett Robinson, Finance

Monday, September 21, 2020

VILLAGE OF  
BUFFALO GROVE



DATE: September 2, 2020

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Purchasing Manager

RE: Snow and Ice Bid Results

### Background Information

Staff released a request for bids for Snow and Ice removal services on June 4, 2020. The bid received three responses as shown below. Staff opened the bids and reviewed the proposed costs. Upon initial review it was requested that Public Works review the numbers provided due to an inconsistency in valuing when compared to other Bidders. The "Corrected" values are shown. Staff then verified that the bid provided by Public Works was inclusive of wages, benefits, insurance, equipment, and fuel costs. None, of the bidders included salt or deicing material costs as part of their submittals.

**Snow and Ice Removal Bid Tab**

| ItemNumber                    | Description                                         | Quantity | UOM  | Cost                        | Cost                 | Cost                          |
|-------------------------------|-----------------------------------------------------|----------|------|-----------------------------|----------------------|-------------------------------|
|                               |                                                     |          |      | DGO Premium<br>Services Co. | SNOW SYSTEMS         | Buffalo Grove<br>Public Works |
| I.a                           | Snow and Ice Removal Area # 1, 23"-35"              | 1        | Each | \$ 60,000.00                | \$ 55,000.00         | \$ 16,374.05                  |
| I.a                           | Snow and Ice Removal Area # 1, >35"-47"             | 1        | Each | \$ 15,000.00                | \$ 22,000.00         | \$ 5,613.96                   |
| I.a                           | Snow and Ice Removal Area # 1, >47"-54"             | 1        | Each | \$ 3,000.00                 | \$ 15,000.00         | \$ 2,806.98                   |
| I.a                           | T&M Snow and Ice Removal above 54"                  | 8        | Hour | \$ 3,900.00                 | \$ 1,280.00          | \$ 1,200.00                   |
| I.b                           | Snow and Ice Removal Area # 2, 23"-35"              | 1        | Each | \$ 60,000.00                | \$ 55,000.00         | \$ 16,374.05                  |
| I.b                           | Snow and Ice Removal Area # 2, >35"-47"             | 1        | Each | \$ 15,000.00                | \$ 22,000.00         | \$ 5,613.96                   |
| I.b.                          | Snow and Ice Removal Area # 2, >47"-54"             | 1        | Each | \$ 3,000.00                 | \$ 15,000.00         | \$ 2,806.98                   |
| I.b                           | T&M Snow and Ice Removal above 54"                  | 8        | Hour | \$ 3,900.00                 | \$ 1,280.00          | \$ 1,200.00                   |
| <b>Snow Removal Sub-total</b> |                                                     |          |      | <b>\$ 163,800.00</b>        | <b>\$ 186,560.00</b> | <b>\$ 51,989.98</b>           |
| II.1                          | Pace Metra, 23"-35"                                 | 1        | Each | \$ 40,000.00                | \$ 52,000.00         | \$ 18,144.00                  |
| II.1                          | Pace Metra, >35"-47"                                | 1        | Each | \$ 8,000.00                 | \$ 20,800.00         | \$ 6,220.80                   |
| II.1                          | Pace Metra, >47"-54"                                | 1        | Each | \$ 3,000.00                 | \$ 13,000.00         | \$ 3,110.40                   |
| II.1                          | T&M Snow and Ice Removal above 54"                  | 8        | Hour | \$ 4,000.00                 | \$ 1,040.00          | \$ 1,200.00                   |
| II.2                          | Village Campus Parking Lot Area, 23"-35"            | 1        | Each | \$ 20,000.00                | \$ 22,000.00         | \$ 8,050.00                   |
| II.2                          | Village Campus Parking Lot Area, >35"-47"           | 1        | Each | \$ 5,000.00                 | \$ 8,800.00          | \$ 2,760.00                   |
| II.2                          | Village Campus Parking Lot Area, >47"-54"           | 1        | Each | \$ 2,000.00                 | \$ 6,000.00          | \$ 1,380.00                   |
| II.2                          | T&M Snow and Ice Removal above 54"                  | 8        | Hour | \$ 3,000.00                 | \$ 1,040.00          | \$ 1,200.00                   |
| <b>Parking Lot Subtotal</b>   |                                                     |          |      | <b>\$ 85,000.00</b>         | <b>\$ 124,680.00</b> | <b>\$ 42,065.20</b>           |
| II.3                          | Future Lots, 23"-35" - per 1000 sq ft               | 1        | Each | \$ 175.00                   | \$ 2.00              |                               |
| II.3                          | Future Lots, >35"-47" - per 1000 sq ft              | 1        | Each | \$ 90.00                    | \$ 3.00              |                               |
| II.3                          | Future Lots, >47"-54" - per 1000 sq ft              | 1        | Each | \$ 55.00                    | \$ 4.00              |                               |
| II.3                          | T&M Snow and Ice Removal above 54" - per 1000 sq ft | 8        | Hour | \$ 880.00                   | \$ 1,680.00          |                               |
| III                           | Sidewalks, >23"-35"                                 | 1        | Each | \$ 400,000.00               | \$ 80,000.00         | \$ 12,052.60                  |
| III                           | Sidewalks, >35"-47"                                 | 1        | Each | \$ 70,000.00                | \$ 40,000.00         | \$ 4,132.12                   |
| III                           | Sidewalks, >47"-54"                                 | 1        | Each | \$ 20,000.00                | \$ 25,000.00         | \$ 2,066.06                   |
| III                           | T&M Snow and Ice Removal above 54"                  | 8        | Hour | \$ 10,000.00                | \$ 1,360.00          | \$ 1,200.00                   |
| <b>Sidewalk Subtotal</b>      |                                                     |          |      | <b>\$ 500,000.00</b>        | <b>\$ 146,360.00</b> | <b>\$ 19,450.78</b>           |
| <b>Grand Total</b>            |                                                     |          |      | <b>\$ 750,000.00</b>        | <b>\$ 459,289.00</b> | <b>\$ 113,505.96</b>          |

Attachment: Memo - Snow & Ice 2020 9-2-2020 (Snow & Ice Bid)

## Recommendation

Based on the review of the bids, staff recommends the Village Board reject bids and continue to have Public Works provide the majority of these services based upon the proposed costs. Staff will monitor these services over the 2020-2021 Snow Season to insure Public Works meets their stated costs for this work within the parameters of the bid specifications.

In an effort to reduce costs and seek efficiencies staff is discussing the possibility of partnering with other municipal agencies and negotiating with private firms to perform snow and ice removal services at Parking lots and on an as needed basis.



**Action Item : Pre-Application Discussion for the Redevelopment of  
700 E Lake Cook Road**

**Recommendation of Action**

Staff recommends discussion and referral to the Planning & Zoning Commission

Staff has recently received a petition from Bluestone Single Tenant Properties (Developer) to redevelop the 7.6-acre parcel at 700 E. Lake Cook Road. The site is currently improved with a 100,000 square foot office building, which was occupied by BMO Harris Bank who has opted to not to extend their lease. The proposal shows demolishing the existing building and redeveloping the site for multiple uses including 8,720 square foot convenience store, fuel center and car wash complex (Rick Rockets Fuel Center), a 8,550 retail center, a quick service restaurant, and a self-storage facility. The developer is seeking comments from the Village Board and referral to the Planning and Zoning Commission

**ATTACHMENTS:**

- BOT Memo (DOCX)
- Plan Set (PDF)

**Trustee Liaison**  
Johnson

**Staff Contact**  
Chris Stilling, Community Development

Monday, September 21, 2020

# VILLAGE OF BUFFALO GROVE



## MEMORANDUM

DATE: September 17, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Director of Community Development

SUBJECT: **Pre-Application Discussion-** Proposed Redevelopment of 700 E Lake Cook Road

### **BACKGROUND**

Staff has recently received a petition from Bluestone Single Tenant Properties (BSTP Midwest) (Developer) to redevelop the 7.6-acre parcel at 700 E. Lake Cook Road. The site is currently improved with a 100,000 square foot office building, which was occupied by BMO Harris Bank who has opted to not to extend their lease. The proposal shows demolishing the existing building and redeveloping the site for multiple uses including 8,720 square foot convenience store, fuel center and car wash complex (Rick Rockets Fuel Center), a 8,550 retail center, a quick service restaurant, and a self-storage facility.

The proposed changes would require a rezoning from Industrial to B-3 Planned Business District. Prior to the required public hearing for rezoning and the preliminary plan approval, the developer is seeking comments from the Village Board and referral to the Planning and Zoning Commission. The following memorandum provides a brief summary of their project.



### **PROPOSED SITE AND CONCEPT PLAN**

#### ***Proposed Plan***

The proposed redevelopment calls for razing the BMO Harris building and redeveloping the site into 4 lots with varying uses. Lot 1 is approximately 2.08 acres on the southwest portion of the site. It would feature the Ricky Rockets Fuel Center and include 14 automobile fueling positions, a 8,720 square foot convenience store, and a 3,290 square foot car wash. The convenience store is larger than the traditional convince store associated with fueling centers.

Lot 2 is 1.17 acres and is proposed to be developed into an 8,550 square foot retail center. The center will be broken into smaller spaces based on tenant size requirements. The plan shows 50 parking spaces that will be located south of retail center, aligning Lake Cook Road.

Attachment: BOT Memo (Pre-Application Discussion- Redevelopment of 700 E Lake Cook Road)

Lot 3, which is 0.98 acres, is on the southeast portion of the site. It is being proposed to be a quick service restaurant with a drive through. Approximately 50 parking spaces will be located on the south, west, and east portions of the lot.

Lot 4 is 2.04 acres and is on the norther portion of the site. It includes three single-story 1,400 square foot storage facilities, two 6,400 square foot buildings, and one two-story 17,250 square foot building. Twelve parking stalls serve this lot. This portion of the site could change since the developer is considering other options for this portion of the site.

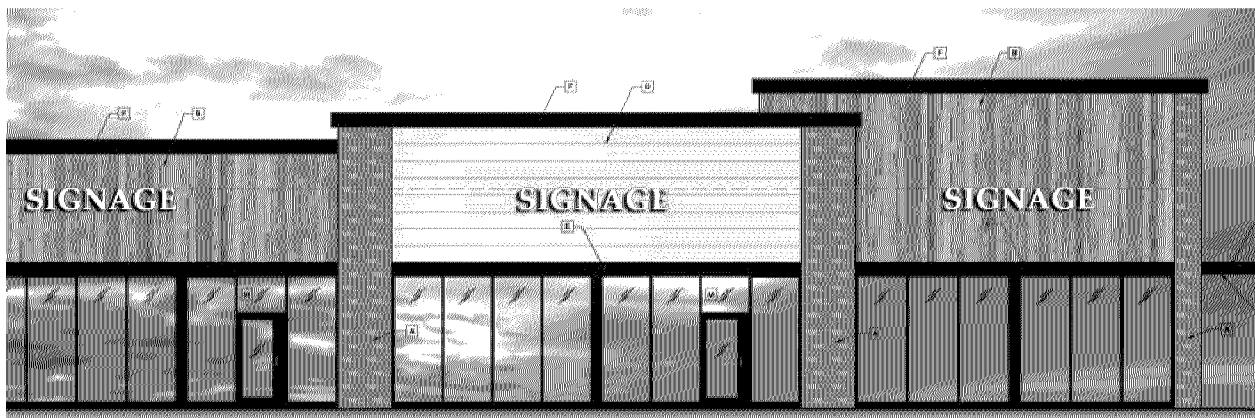
### ***Preliminary Elevations***

The Developer has also provided a concept plan showing the elevations of the proposed gas station. Both staff and the PZC will work with the owner on refinements to the elevations as part of the process.

Proposed Gas Station Elevation



Proposed Retail Elevation



***The Comprehensive Plan and Rezoning***

In April, 2018, the Village Board adopted the Lake Cook Corridor Plan as an amendment to the existing Comprehensive Plan. The Lake Cook Plan does not specifically address this site but does recognize the Lake Cook Road as an important commercial corridor for the Village that enjoys high levels of visibility. The underlying 2009 Comprehensive Plan calls for this area to be industrial. To facilitate the proposed redevelopment, a rezoning to B3 Planned Business District with a special use for planned development would be required. The Planned Development would allow for the self-storage use as that particular use is not permitted in the business district.

***Parking***

The Developer is 111 parking spaces. Pursuant to the Zoning Ordinance, a total of 94 parking spaces are required.

**PROCESS**

Once the Board provides it feedback, the item can be referred to the Planning and Zoning Commission to discuss more specific details concerning parking, setbacks, building design, signage and other bulk regulations. Based on the current configuration, the following approvals will be required:

- Rezoning to B3 Planned Business District
- Preliminary plan approval
- Special Use for the drive-through
- Special use for a planned development

**ACTION REQUESTED**

Both staff and the Developer are seeking the Board's thoughts and comments concerning the plan. Should the Board conceptually support the concept; the item can be referred to the Planning and Zoning Commission for the necessary public hearings.



# BLUESTONE

SINGLE TENANT PROPERTIES

## DEVELOPMENT NARRATIVE 700 E. Lake Cook Road Northeast Corner E. Lake Cook Road & Lexington Drive

BSTP Midwest, LLC is proposing a mixed-use redevelopment on the northeast corner of E. Lake Cook Road and Lexington Drive commonly known as 700 E. Lake Cook Road, which is currently occupied by a 100,000 square foot office building. The existing tenant, BMO Harris Bank, has not elected to extend their lease and will be vacating the building at the end of August. The redevelopment of the 7.6-acre parcel will include an approximately 8,720 square foot convenience store and fuel center along with a 3,290 square foot Car Wash (Lot 1), an approximately 8,550 square foot retail center (Lot 2), a quick service restaurant (Lot 3), and a self-storage facility (Lot 4).

The convenience store is an approximately 8,720 square foot Ricky Rockets Fuel Center. The fuel center has seven multi-product dispensers, providing 14 automobile fueling positions, along with 22 parking spaces proposed. The convenience store is larger than a traditional store found with fueling centers. The store will offer a wide array fountain drinks, coffee, pre-packaged food and drinks. This development will also offer a state-of-the-art car wash. The car wash features dual conveyor belt system in lieu of the traditional metal guardrail conveyance systems, and the building has significant windows, enhancing the car wash experience for customers and aesthetics for passerby vehicles.

The approximately 8,550 square foot retail center will be demised into smaller spaces based on tenant size requirements. The retail center will have a drive thru on the west end of the building, with the stacking lanes wrapping around the north end of the building. Tenants for the quick service restaurant with a drive thru and the self-storage facility have not yet been identified.

The northern portion of the parcel contains an existing stormwater detention basin which currently provides detention for the existing site. We anticipate that based on the proposed reduction of impervious area, the existing stormwater detention basin will have adequate storage volume for the proposed development. Stormwater calculations will be provided upon the preparation of preliminary engineering plans.

The primary access for the development is provided via a right-in/right-out access and full access off Lexington Drive. The right-in/right-out access point will provide direct access to the convenience store and fuel center. The full access point will provide access to all lots via a common access drive extending to the east property line. There is an existing access control restriction along Lake-Cook Road; we are in the process of requesting the removal of this access control to allow for a right-in/right-out only driveway, which is consistent with the other retail properties along this corridor.

The location of the proposed signage for the development is as shown on the enclosed plans, with separate monument type signs on each of the lots.

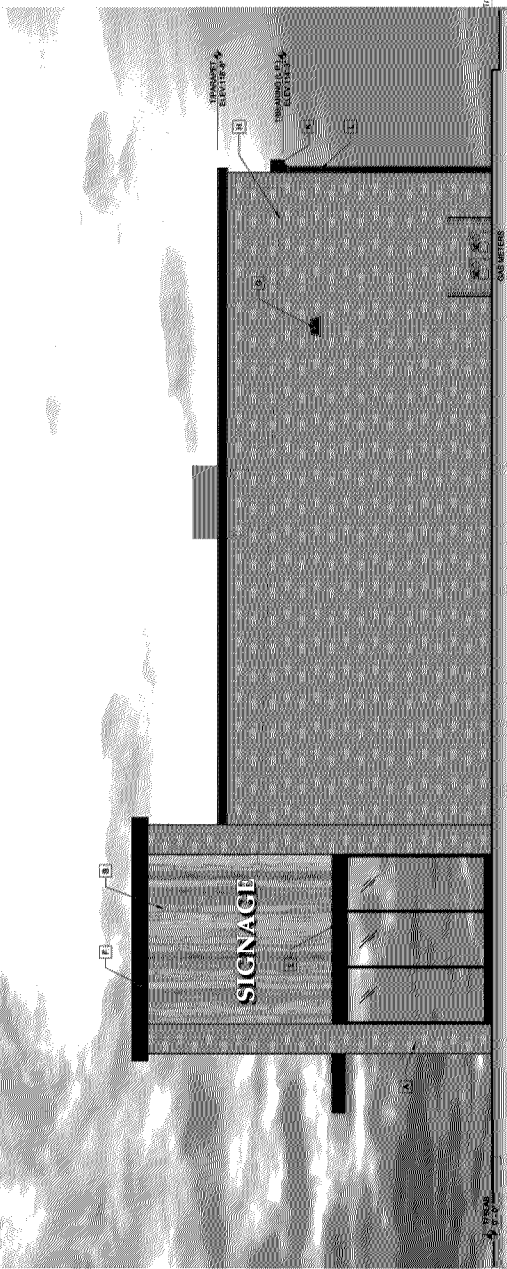
Upon approval of these requests by the Village of Buffalo Grove, the development will commence construction in summer 2021.

We appreciate your initial feedback regarding our development proposal.

BLUESTONE SINGLE TENANT PROPERTIES, LLC

WRIGLEY BUILDING - NORTH TOWER  
410 N. MICHIGAN AVENUE, SUITE 850 | CHICAGO, IL 60611  
TEL (312) 519-7100 | FAX (312) 878-4860





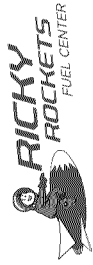
2 WEST ELEVATION  
SCALE: 3/16" = 1'-0"

[illegible]

## GENERAL NOTES

- ALL METAL COMPONENTS TO BE CORROSION RESISTANT.
- ALL INSTALLED MATERIALS TO BE COMPATIBLE WITH ONE ANOTHER CAUSING NO DESTRUCTIVE EFFECTS.
- PROVIDE WEATHER TIGHT SEAL AROUND ALL PENETRATIONS THROUGH BUILDING ENVELOPE.

|     |                                               |
|-----|-----------------------------------------------|
| (X) | WINDOW TAG SEE WINDOW SCHEDULE ON SHEET A701. |
| (X) | DOOR TAG SEE DOOR SCHEDULE ON SHEET A701.     |



RICKY ROCKETS | 08.20.2020  
BUFFALO GROVE, IL  
SCHEME A

11.C.b





**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 of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.**

#### **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 of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

#### **Trustee Liaison**

Sussman

#### **Staff Contact**

Dane Bragg, Office of the Village Manager

Monday, September 21, 2020



**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.**

|                                 |
|---------------------------------|
| <b>Recommendation of Action</b> |
|---------------------------------|

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, September 21, 2020 |  |
|----------------------------|--|