



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
September 19, 2022 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Aug 15, 2022 7:30 PM
B. Village Board - Special Meeting - Sep 12, 2022 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1345 (Trustee Weidenfeld) (Staff Contact: Brett Robinson)

4. Village President's Report

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. National Preparedness Month Proclamation (Trustee Pike) (Staff Contact: Mike Baker)
Proclamation recognizes September as National Preparedness Month.

- B. Authorization to Waive Bids and Negotiate for Amusement Services (Trustee Smith)
(Staff Contact: Tom Wisniewski)

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

- C. R-2022-12 Resolution Ratifying Execution of an Extension to an Agreement for Natural Gas Supply and Service (Trustee Smith) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village Board ratify the execution of an extension to a Natural Gas agreement with Constellation New Energy - Gas Division LLC, as further detailed in the attached memo.

- D. R-2022-13 Resolution Ratifying Execution of an Agreement for Electrical Supply and Service (Trustee Smith) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village Board ratify the execution of an Electricity Supply agreement with Constellation New Energy, as further detailed in the attached memo.

- E. O-2022-89 Ordinance Approving Amendments to Chapter 5.20 Liquor Controls (President Sussman) (Staff Contact: Jessie Brown)
- SUMMARY: Staff is proposing several changes to existing liquor licenses as well as new license reservations. All changes are included in the attached ordinance updating Section 5.20.072 in its entirety.
- F. O-2022-90 Cook County Intergovernmental Agreement (Trustee Pike) (Staff Contact: Darren Monico)
- SUMMARY: Cook County and the Village are proposing to enter into an Inter-Governmental Agreement to address paving of a short section of Raupp Blvd south of Lake Cook Road with their future Lake Cook Road project. As the work is outside of their Right-of-Way and at the Village's cost an agreement is required.
- G. O-2022-91 Ordinance Authorizing Granting a Perpetual Utility Easement to Commonwealth Edison Company (Comed) (Trustee Smith) (Staff Contact: Kyle Johnson)
- SUMMARY: The Public Works Department recommends approval of the enclosed ordinance providing an easement to ComEd for their utility and providing the Village Manager the authority to sign all associated documents when received pending review and approval by the Village Attorney.
- H. O-2022-92 Ordinance Approving an Northwest Community Healthcare Planned Unit of Development Ordinance 2019-042, Approval for a Veterinary Hospital Use and Sign Variations for a Commercial Building at 41 S. McHenry Rd. (Trustee Pike) (Staff Contact: Nicole Woods)
- SUMMARY: GW McHenry BG, LLC, is requesting approval of an amendment to the NCH Planned Unit of Development for a new 10,000 square foot commercial building. The Planning & Zoning Commission recommended approval. Staff concurs with this recommendation.
- I. O-2022-93 Award of Bid Roof Project PD (Trustee Smith) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Otto Baum Company, Inc for the Police Station Skylight Repair project in an amount not to exceed \$31,595.00 pending review and approval by the Village attorney.
- J. O-2022-94 Waiver of Bids - Lead Service Line Replacements (Trustee Smith) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff requests that the Village Board waive bids and authorize the Village Manager to execute an agreement with Joel Kennedy Contractors (JKC) for lead service line replacements in an amount not to exceed \$31,195.20 pending review and approval by the Village Attorney.

9. Ordinances and Resolutions

- A. O-2022-95 Ordinance Approving an Amendment to the Existing Economic Incentive Agreement Between the Village of Buffalo Grove and Business IT Source Located at 850 Asbury (Trustee Johnson) (Staff Contact: Chris Stilling)
- B. O-2022-96 Ordinance Amending Section 15.12.020 of the Village Code, as it Relates to the Local Amendments to the 2014 Illinois Plumbing Code. (Trustee Johnson) (Staff Contact: Nicole Woods)

- C. O-2022-97 Ordinance Amending Section 15.08.020 of the Village Code, as it Relates to the Local Amendments to the 2017 National Electrical Code. (Trustee Pike) (Staff Contact: Nicole Woods)
- D. O-2022-98 Award of Bid Water Well 7 Storage Roof Replacement (Trustee Smith) (Staff Contact: Tom Wisniewski)
- E. O-2022-99 Ordinance Providing for the Issuance of Not to Exceed \$7,500,000 General Obligation Line of Credit Note of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to Pay the Costs of Capital Projects in and for the Village, Providing for the Security for and Payment of Said Note and Authorizing the Sale of Said Note to Northbrook Bank & Trust Company, N.A. (Trustee Weidenfeld) (Staff Contact: Chris Stilling)
- F. O-2022-100 Award of Bid Village Hall Partial Roof Replacement Project (Trustee Smith) (Staff Contact: Tom Wisniewski)
- G. O-2022-101 Ordinance Approving a Revised Municipal GIS Partners(MGP) Contract (Trustee Johnson) (Staff Contact: Brett Robinson)
- H. O-2022-102 Weather System Hardware & Program Agreement (Trustee Smith) (Staff Contact: Kyle Johnson)
- I. O-2022-103 Ordinance Approving the Aptakisic Road Project Specific Agreement (Trustee Pike) (Staff Contact: Darren Monico)
- J. O-2022-104 Ordinance Amending Chapter BG-11, Rules of the Road, Title 10 of the Village of Buffalo Grove Municipal Code: Bernard Drive and Indian Hill No Parking Zone (Trustee Pike) (Staff Contact: Darren Monico)
- K. O-2022-105 41 McHenry Road Development Improvement Agreement (Trustee Pike) (Staff Contact: Darren Monico)

10. Unfinished Business

11. New Business

12. Questions From the Audience

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

13. Executive Session

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

14. Adjournment

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

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

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS,
MONDAY, AUGUST 15, 2022**

CALL TO ORDER

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

ROLL CALL

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

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

APPROVAL OF MINUTES

Moved by Johnson, seconded by Stein, to approve the minutes of the July 18, 2022, 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 Smith, seconded by Ottenheimer, to approve the minutes of the August 1, 2022, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

AYES: 5 – Stein, Ottenheimer, Johnson, Smith, Pike

NAYS: 0 – None

ABSTAIN: 1 – Weidenfeld

Motion declared carried.

Moved by Weidenfeld, seconded by Johnson, to approve the minutes of the August 8, 2022, Special Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1344

Mr. Black read Warrant #1344. Moved by Weidenfeld, seconded by Ottenheimer, to approve Warrant #1344 in the amount of \$5,112,058.69 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Minutes Acceptance: Minutes of Aug 15, 2022 7:30 PM (Approval of Minutes)

VILLAGE PRESIDENT'S REPORT

President Sussman appointed Edward McKee, Jr. to the **Board of Fire & Police Commissioners**.

Moved by Weidenfeld, seconded by Ottenheimer, to concur with President Sussman's appointment. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

President Sussman read a Proclamation honoring Jane Dibbern for her dedicated service on the **Board of Fire & Police Commissioners**, and thanked her for her years of service to Buffalo Grove. Chief Casstevens also recognized Ms. Dibbern for the dedication that she has shown to the residents of Buffalo Grove.

President Sussman recognized Karen Danenberg for her 25 years of service on the **Buffalo Grove Days Committee**, and Howard Green for his 21 years with the **Buffalo Grove Symphonic Band** and thanked them for their years of service and dedication and commitment to the Buffalo Grove community.

President Sussman recognized the Vicki and Ed Baker and their family for their commitment to fill backpacks with **School Supplies** to be distributed to children in need of those supplies.

Mr. Monico introduced Angela Sekera, a student at Cooper Middle School, to present ideas for safer drop-off and pick-up areas in the vicinity of Bernard Drive and Indian Hill Drive relating to both Cooper Middle School and Longfellow Elementary School. This project is part of her **Girl Scout Silver Award**. Angela is a member of Girl Scout Troop #40977. Angela reviewed a PowerPoint presentation focusing on pedestrian safety in the vicinity of the schools, and she is proposing *No Parking* in certain areas, and "sidewalk art" for the crosswalks to make them more visible to motorists and pedestrians and enhance the safety for everyone.

Mr. Monico related the meetings that he has had with Angela and her parents, as well as the steps that staff is reviewing in order to implement Angela's proposals.

VILLAGE MANAGER'S REPORT

Ms. Woods introduced our new **Building Services Manager**, Adam Garcia, and our new **Health Inspector**, Greg Sauser. Both gentlemen noted how pleased they are to be a part of the Buffalo Grove staff and community, after which they were welcomed by the audience and the Board.

Chief Baker announced the passing of **Dominick Saviano, Jr.** Dominick was one of the original Firefighter/Paramedics of the Buffalo Grove Fire Department and continued that legacy of service to the community of Buffalo Grove, as the Fire Marshal and Building Commissioner for 31 years and service to the Buffalo Grove Park District at the Alcott Center for the past 23 years. Dominick's career included pre-hospital paramedic services through Northwest Community Hospital and Dr. Stanley Zydlo. On December 1, 1972, the paramedic system as we know it today in Buffalo Grove, was started at 08:00. At 08:15, Dominick was one of the paramedic personnel that responded to a heart attack victim and successfully resuscitated the patient, the first cardiac arrest save of its kind in the United States. Condolences to the Saviano family were extended on behalf of the residents of Buffalo Grove.

Chief Baker announced the recent retirements of **Deputy Chief Wagner, Battalion Chief Two Bulls, and Battalion Chief Spiro**, and thanked them all for their years of service to the Village of Buffalo Grove and wished them well in their new adventures.

Chief Baker then noted that **Deputy Chief Larry Kane, Battalion Chief Andy Russell, Battalion Chief Ron Herrmann, Lieutenant Chad McCormick, and Lieutenant Robert Beckman** will all fill the vacancies created by the recent retirements and will be presented with their officer badges from the Buffalo Grove Fire Department tonight. Chief Baker introduced the family members to pin on their badges. All were then congratulated by the audience and the Board.

Minutes Acceptance: Minutes of Aug 15, 2022 7:30 PM (Approval of Minutes)

Debra Rybarczyk and Pragnesh Patel reviewed the work plan and process flow recommendation that the **Ethics Commission** has prepared to meet stated goals for ethical conduct, details of which are contained in the Village Board Meeting Agenda Item Overview prepared by Mr. Bragg, as well as the document itself. All Board members were in favor of the Commission and staff recommendations.

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

CONSENT AGENDA

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

Ordinance No. 2022-88 - Vector Solutions - Solutions Software

Motion to authorize the Village Manager to execute an agreement with Vector Solutions in a total amount not to exceed \$36,394.05, pending final review and approval by the Village Attorney.

Ordinance No. 2022-87 - New Vehicle Radio Purchase

Motion to authorize radio communications equipment to be acquired through the State of Illinois Contract 24302, IL DIT7016660 in accordance with the Illinois Governmental Joint Purchasing Act in a total not-to-exceed amount of \$48,539.50 from Motorola Solutions.

Ordinance No. 2022-77 - Chapter 5.20 Liquor Control

Motion to approve several changes to existing liquor licenses as well as new license reservations. All changes are included in the ordinance contained in Board packets updating Section 5.20.072 in its entirety.

Ordinance No. 2022-78 - Bike Path Condition and Connectivity Study

Motion to approve the Gewalt Hamilton Associates engineering contract for a Bike Path Condition and Connectivity Study in an amount not to exceed \$39,000.00 subject to review and approval by Village Attorney.

Ordinance No. 2022-79 - Inter-Governmental Agreement

Motion to approve an Inter-Governmental Agreement with Cook County for an Invest in Cook County Grant. The Village received a \$40,000 grant towards the Arlington Heights Road Crosswalk. An Inter-Governmental Agreement is required with Cook County to receive the funds.

Resolution No. 2022-11 - Fireworks Event

Motion to approve the ratification of the approval of the amendment to Pyrotecnico Fireworks, Inc., in an amount not to exceed \$4,350.00 pending final review and approval by the Village Attorney. This action is required due to the cancellation and re-scheduling of the July 4, 2022, fireworks display.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-80 – GENERAL OBLIGATION BONDS

Trustee Stein recused himself from participation in the proposed ordinance.

Minutes Acceptance: Minutes of Aug 15, 2022 7:30 PM (Approval of Minutes)

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2022-80, providing for the issuance of approximately \$19,000,000.00 General Obligation Bonds, Series 2022, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to finance Capital Improvements and for the Village including, but not limited to purchasing and improving a building to serve as a Public Works Facility, providing for the levy and collection of a Direct Annual Tax sufficient to pay the principal and interest on said Bonds, and authorizing the sale of said Bonds to the purchaser thereof, and in accordance with materials contained in Board packets and in accordance with staff presentation.

Mr. Bragg summarized the Bond auction which took place this morning, August 15, 2022.

Anthony Miceli, Speer Financial, reviewed the terms of this transaction, noting that the Village's bond rating is AAA, which is the highest rating possible.

Upon roll call, Trustees voted as follows:

AYES: 6 – Ottenheimer, Weidenfeld, Johnson, Smith, Pike, President Sussman
 NAYS: 0 – None
 RECUSED: 1 – Stein
 Motion declared carried.

ORDINANCE NO. 2022-81 – TERM SHEET

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2022-81, authorizing the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to execute a Term Sheet with Northbrook Bank & Trust Company, National Association, related to a Line of Credit to finance Capital Improvements in and for the Village including, but not limited to purchasing and improving a building to serve as a Public Works facility, in accordance with materials contained in Board packets and in accordance with the staff presentation.

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

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-82 – 1650 LEIDER LANE

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-82, authorizing the purchase of 1650 Leider Lane, pursuant to the terms and conditions of the Agreement of Purchase and Sale.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of May 5, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-83 – ENGINEERING AGREEMENT

Moved by Smith, seconded by Ottenheimer, to pass Ordinance No. 2022-83, authorizing an Engineering Agreement with Gewalt Hamilton Associates, Inc. in an amount not to exceed \$132,750.00 pending legal review.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in his memo to Mr. Skibbe of August 11, 2022.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-84 – 301 N. MILWAUKEE AVENUE

Moved by Johnson, seconded by Smith, to pass Ordinance No. 2022-84, approving Preliminary Plan with Zoning and Sign Variations for a carwash at 301 N. Milwaukee Avenue, in accordance with materials contained in Board packets.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo of August 15, 2022, to from Ms. Woods and Ms. Purvis to the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-85 – ARLINGTON HEIGHTS ROAD CROSSWALK

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2022-85, Arlington Heights Road Crosswalk Relocation projects awarded to the lowest responsible and responsive bidder, Alliance Contractors, Inc., in the amount of \$102,933.07, pending Village Attorney and Engineering review.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of August 10, 2022.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-86 – TITLE 10 TRAFFIC ORDINANCE

Moved by Pike, seconded by Smith, to pass Ordinance No. 2022-86, updating Title 10 Traffic Ordinance.

Mr. Monico reviewed the proposed ordinance, details of which are contained in the Traffic Management Committee Meeting minutes of August 2, 2022.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

MIKE RYLKO PARK

Ms. Woods reviewed the proposed improvements at Mike Rylko Park at 951 McHenry Road, details of which are contained in the memo from Ms. Purvis and Ms. Woods to the Board dated August 5, 2022. Representatives from the Park District then provided further details and a brief overview of the project, after which they answered questions from the Board.

Moved by Ottenheimer, seconded by Weidenfeld, to refer the proposed improvements at Mike Rylko Park, 951 McHenry Road, to the Planning & Zoning Commission for review.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Weidenfeld, seconded by Johnson, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees 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.**

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 8:44 P.M. until 9:20 P.M.

ADJOURNMENT

Moved by Ottenheimer, seconded by Smith, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The Regular Meeting was adjourned at 9:22 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF September 2022

Village President

Minutes Acceptance: Minutes of Aug 15, 2022 7:30 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON MONDAY, SEPTEMBER 12, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Christine Berman, Deputy Director of Finance; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Brett Robinson, Administrative Services Director; Nicole Woods, Community Development Director; Andrew Binder, Associate Planner; Darren Monico, Village Engineer; Molly Gillespie, Communications Director; Fire Chief Baker; and Police Officer Baker; and Police Officer Cholewa.

CIVICS FORUM

The Village Clerk reviewed the purpose and goal of the Civics Forum and summarized what the students have done to prepare for this meeting.

Buffalo Grove and Stevenson High Schools are represented this evening. The students were teamed up with department heads and elected officials. They were presented with proposal requests from several different departments. Each student department head presented their request before the student board, which were as follows:

- Fire Department – Water Rescue Communications Unit – details of which are contained in the memo from Chief Baker and Tyler Grace.
- Public Works/Engineering Department – Trinco Free-Standing Suction Sandblaster – details of which are contained in the memo from Darren Monico.
- Finance/Community Development Department – Time-Lapse Outdoor Construction Camera – details of which are contained in the memo from Nicole Woods and Chris Black.
- Police Department – Wall -Mounted Drinking Fountain with Bottle Filling Station and Wall-Mounted TV– details of which are contained in the memo from Officer Cholewa.
- Human Resources – Onboarding Welcome – details of which are contained in the memo from Kathryn Golbach.

The student board discussed each of the requests, and ultimately voted to purchase a Water Rescue Communications Unit. The Buffalo Grove Fire Department maintains a Water Operations Team with a wide range of capabilities which can be deployed to significant water rescue incidents throughout the Chicago suburbs. To communicate with its underwater divers, the Team currently relies upon an aging communications unit whose replacement parts are becoming difficult to acquire. This replacement unit, an MK-7 BuddyLine is a compact, self-contained air intercom system specifically designed for Search & Rescue Teams to have a clear underwater communication device that needs little set-up time.

The students were then presented with Certificates from the Village and thanked by the Board and the audience for another outstanding program.

ADJOURNMENT

Moved by Weidenfeld, seconded by Johnson, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 8:30 P.M.

Minutes Acceptance: Minutes of Sep 12, 2022 7:30 PM (Approval of Minutes)

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF September 2022

Village President

Minutes Acceptance: Minutes of Sep 12, 2022 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1345****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1345- \$6,863,582.68

ATTACHMENTS:

- Warrant 1345 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Brett Robinson, Finance

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE WARRANT #1345
19-Sep-22

General Fund:	573,594.34
Parking Lot Fund:	139,162.35
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	3,094.92
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	175,617.82
Capital Projects-Vehicles/Equipment:	140,161.34
Capital Projects-Streets:	412,781.11
Retiree Health Savings (RHS):	
Water Fund:	1,887,552.17
Buffalo Grove Golf Fund:	18,429.56
Arboretum Golf Fund:	26,778.08
Refuse Service Fund:	74,927.00
Information Technology Internal Service Fund:	149,585.44
Central Garage Internal Service Fund:	99,282.78
Building Maintenance Internal Service Fund:	76,042.49
	<u>3,777,009.40</u>
PAYROLL PERIOD ENDING 08/14/2022	1,040,208.78
PAYROLL PERIOD ENDING 08/28/2022	1,000,622.00
PAYROLL PERIOD ENDING 09/11/2022	1,045,742.50
	<u>3,086,573.28</u>
TOTAL WARRANT #1345	<u><u>6,863,582.68</u></u>

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

 Village Clerk

 Village President

Attachment: Warrant 1345 SUMMARY (Approval of Warrant #1345)



Information Item : National Preparedness Month Proclamation

Recommendation of Action

Staff recommends approval.

Proclamation recognizes September as National Preparedness Month.

ATTACHMENTS:

- National Preparedness Month September 2022 (DOCX)

Trustee Liaison
Pike

Staff Contact
Mike Baker, Fire

Monday, September 19, 2022	
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Village of Buffalo Grove

A PROCLAMATION RECOGNIZING NATIONAL PREPAREDNESS MONTH SEPTEMBER 2022

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 the 2022 National Preparedness Month theme of “A Lasting Legacy”, 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 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, 2022** 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.

Passed this 19th day of September, 2022

**Beverly Sussman,
Village President**

Attachment: National Preparedness Month September 2022 (National Preparedness Month Proclamation)



Action Item : Authorization to Waive Bids and Negotiate for Amusement Services

Recommendation of Action

Staff recommends approval.

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

ATTACHMENTS:

- Auth to waive bids and negotiate- Amusement Services (DOCX)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, September 19, 2022

VILLAGE OF
BUFFALO GROVE



DATE: September 13, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and Negotiate for Amusement Services

Staff seeks authorization to waive bids and negotiate for amusement rides and midway entertainment services. Staff was notified on 9/12/2022 that North American Midway Entertainment no longer has the capacity to fulfil their obligation for BG Days.

Attachment: Auth to waive bids and negotiate- Amusement Services (Authorization to Waive Bids and Negotiate for Amusement Services)



Resolution No. R-2022-12 : Resolution Ratifying Execution of an Extension to an Agreement for Natural Gas Supply and Service

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board ratify the execution of an extension to a Natural Gas agreement with Constellation New Energy - Gas Division LLC, as further detailed in the attached memo.

ATTACHMENTS:

- Natural Gas Supply Memo (DOCX)
- Natural Gas Resolution (DOCX)
- Kogut Assoc. Energy Rate Recommendations Follow up_VBG_9.9.2022 (PDF)
- Gas Constellation 12-1-2024 thru 11-30-2026 (PDF)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, September 19, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: September 14, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Natural Gas Supply and Service

Recommendation

Staff recommends that the Village Board ratify the execution of an extension of the Natural Gas Supply agreement with Constellation New Energy – Gas Division LLC.

Background

As in the past, staff collaborated with Kenneth J. Kogut & Associates to monitor pricing for Natural Gas Supply and Service. Due to the volatile nature of the energy supply market, pricing must be reviewed and contracts for supply and service executed on the same day.

Mr. Kogut contacted staff on 8/24/2022 and noted that the market had dropped to a point that it would be very wise to pursue an extension to our agreement for 12/1/2024 through 11/30/2026 at a cost of \$0.5907/therm. Attached is Mr. Kogut's recommendation letter for reference.

Staff has sought bids in the past, however with margins shrinking on this commodity, market volatility, and the increasing difficulty of synching up a week's long bid process with a dip in the market, staff believes this procurement tactic continues to be the best way to achieve savings for the Village.

RESOLUTION 2022-____

A RESOLUTION RATIFYING EXECUTION OF AN AGREEMENT WITH CONSTELLATION NEW ENERGY – GAS DIVISION FOR GAS SUPPLY SERVICES

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

WHEREAS, the Village engaged Kenneth J. Kogut & Associates to monitor pricing for Natural Gas Supply and Service for the Village; and

WHEREAS, it is in the best interest of the Village to execute an agreement with Constellation New Energy – Gas Division LLC.

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 Resolution as if fully set forth herein.

SECTION 2. The Village Board ratifies the execution of an extension to the agreement with Constellation New Energy – Gas Division LLC.

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

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

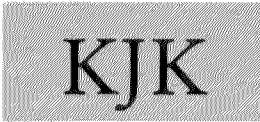
APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Natural Gas Resolution (R-2022-12 : Natural Gas Supply and Service)



KENNETH J. KOGUT
& ASSOCIATES
Energy and Management Consultants



5232 WEST 170th PLACE
OAK FOREST, ILLINOIS 60452
Telephone (708) 560-0083
Fax (708) 560-0685

September 9, 2022

Mr. Tom Wisniewski
Buyer
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, Illinois 60089

Re: Electric and Gas Recommendations

Dear Mr. Wisniewski:

Per our telephone call on Tuesday, 9/6/22, and your email request of same day, the following is a summary of our recommendation to lock in future electric and gas rates for the Village of Buffalo Grove (VBG) selected accounts.

As you are aware, we have been monitoring electric and gas rates for the Village of Buffalo Grove (VBG) for the 12/2023-12/2026 period, and for gas rates, 12/2024-12/2026. We have assisted in providing recommendations, at the request of the Village of Buffalo Grove, for a period of years, dating back to 2010. Over our tenure, with the Village of Buffalo Grove, we have been successful in reducing energy rates (electric and gas) with varying energy markets. Thus we have assisted in controlling energy rates for the selected accounts of VBG.

Prior to the current locked in energy rates of \$0.05083/kwh (12/2023-12/2025), and \$0.5907/therm (12/2024-12/2025), energy rates have continued to rise since our last recommendations in 2019 (Period: 12/2022-12/2023; \$0.02533/kwh), and 2020 (Period: 12/2022-12/2024; \$0.292/therm). Energy rates, both gas and electric, have continued to rise since recommendations for contracted rates in 2019/2020. Based upon electric rates, they have doubled, and gas rates have also doubled, or more, for the referenced monitored periods. Today's rates are higher in the \$0.06/kwh + range, in the near-term, along with gas grids currently at \$0.80/therm +.range. As can be seen, the energy rates and grids have escalated to new highs.

Since the 2019/2020 period, energy rates have exploded due to several conditions. This includes COVID-19, restricting gas pipelines distribution (exploration/production for gas), and its divergence of natural gas supply to assist in the current Ukrainian energy and European energy situation. As a result, electric prices have increased significantly, due to COVID-19 (March, 2020), increase of natural gas costs (affecting the gas power peaking units), closing of coal-fired plants, limiting future leasing for drilling, and the current European energy situation. Thus, the increase in energy grids.

Attachment: Kogut Assoc. Energy Rate Recommendations Follow up_VBG_9.9.2022 (R-2022-12 : Natural Gas Supply and Service)

Mr. Tom Wisniewski
September 9, 2022
Page 2.

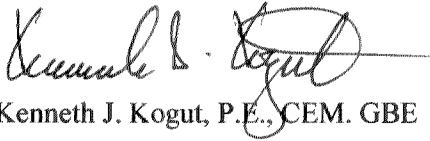
KENNETH J. KOGUT & ASSOCIATES

As a result, the gas and electric grids do not appear to be reducing in any immediate time. This appears to be the new norm now, for energy rate ranges. Electric rates in the \$0.02/kwh, \$0.03/kwh, and possibly in the \$0.04/kwh range may be passed. Gas rates in the \$0.20/therm, \$0.30/therm, and \$0.40/therm range may also be in the past. Thus, current rates recommended, and monitored for VBG, appear to be the best at this time. Small reductions/variations in electric and gas grids may occur, but previously contracted electric and gas rate ranges appear to be in the past. Thus, this appears to be the new norm, forward.

We will continue to monitor electric and gas rates for VBG, forward. Recommendations will be provided, based upon response to the conditions at hand. We are in a new era of escalated energy rates. Locking in current energy rates for VBG, forward, will assist in future control of ever rising/ changing energy rates and energy grids.

Thank you for allowing Kogut & Associates to provide appropriate recommendations for electric and gas rates for VBG, based upon the best energy grid and information at hand.

Sincerely,



Kenneth J. Kogut, P.E., CEM. GBE

KJK /dk

cc: Mr. Brett Robinson

Attachment: Kogut Assoc. Energy Rate Recommendations Follow up_VBG_9.9.2022 (R-2022-12 : Natural Gas Supply and Service)

Account Manager: Ford, Brian
(779) 231-5159
brian.ford@constellation.com

DEAL NO. 1568443

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective **3/4/2013**, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and Village of Buffalo Grove ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: 8/24/2022

Buyer: Village of Buffalo Grove

Seller: Constellation NewEnergy - Gas Division, LLC (CNEGAS)

Facility Name: Village of Buffalo Grove PHYS POOL ACCT

Delivery Period: 12/1/2024 - 11/30/2026 (inclusive)

Nature of Obligation: Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

Deal Type: Physical Fixed Price

Contract Quantity (MMBtu): Customer agrees that Constellation will have the exclusive right to determine usage nominations for this Facility.

Contract Price: \$5.90700/MMBtu
US\$ Rounded to five decimal places
Plus applicable taxes

Volume: 1 MMBtu=10 THERMS

Price: Per MMBtu price / 10=per THERM price

The price referenced herein is inclusive of fuel to the delivery point.

100% Swing: The rate for all volumes consumed during the Delivery Period shall be the Contract Price listed herein, excluding any quantities fixed under a separate transaction confirmation.

Customer must notify Constellation of any Material Variation in usage. A "Material Variation" is defined as an increase or decrease of twenty (20) percent from the previous twelve (12) months' usage for each respective month. Variations related to weather are not considered a Material Variation. Notwithstanding anything in the Transaction Confirmation to the contrary, the rate for any Material Variation in consumption may be based on the then-current spot market price as determined by Constellation in its reasonable discretion.

If Constellation and Customer have previously entered into any commodity transaction(s) for the Facility (the "Previous

Transaction") that overlap one or more of the delivery months covered in this Transaction Confirmation (the "Overlapping Month(s)"), the incremental gas pricing in this Transaction Confirmation shall apply to the Overlapping Months instead of any conflicting incremental gas pricing associated with the Previous Transaction.

Should an operational flow order, or other utility or pipeline restrictions occur, Constellation will attempt to adjust Customer's daily nomination to match expected usage as determined by Constellation. The pricing of incremental volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

Allocation: Constellation will allocate the Contract Quantity listed herein among the Customer's separate facilities or meters at a later date.

Pipeline: NICOR

Delivery Point(s): NICOR CITYGATE

Utility: NICOR

LDC Account No(s): 2117140000, 2614740000, 3147070000, 3399440000, 5246070000, 6882170000, 6926070000, 9492240000

Utility Data Exchange Fee: The price referenced herein does not include the utility Bulletin board charges or utility pooling fees, where applicable, which are billed to Customer as a separate monthly line item by Constellation.

Seller's planned billing method for this facility is to bill Buyer based on: Nomination

Change In Law: Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, pipeline or utility business practices or protocol, pipeline or utility tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the facility is located. Such adjusted amounts will be included in subsequent invoices to Customer.

Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 1 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 days prior to the expiration of the then-current Extension Term. The price for gas delivered during the Extension Term(s) will be based on market prices as determined by Constellation. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

(SIGNATURE BLOCKS FOLLOW ON NEXT PAGE)

Attachment: Gas Constellation 12-1-2024 thru 11-30-2026 (R-2022-12 : Natural Gas Supply and Service)

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via the DocuSign E-Signature process or email to CNEGTransactionConfirmations@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

Village of Buffalo Grove

By: 

By:

Name: Amanda Stewart

Name:

Title: Vice President- Retail Ops

Title:

Date: 8/25/2022 11:34:36 AM

Date:

Customer ID PA-142791
Contract No. CNEG13099
Deal No. 1568443

Attachment: Gas Constellation 12-1-2024 thru 11-30-2026 (R-2022-12 : Natural Gas Supply and Service)



Resolution No. R-2022-13 : Resolution Ratifying Execution of an Agreement for Electrical Supply and Service

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board ratify the execution of an Electricity Supply agreement with Constellation New Energy, as further detailed in the attached memo.

ATTACHMENTS:

- Electric Supply Memo (DOCX)
- Electric Supply Resolution (DOCX)
- Kogut Assoc. Energy Rate Recommendations Follow up_VBG_9.9.2022 (PDF)
- Electric_12-2023 thru 12-2025 (PDF)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 14, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Electric Supply and Service

Recommendation

Staff recommends that the Village Board ratify the execution of an Electricity Supply agreement with Constellation New Energy.

Background

As in the past, staff collaborated with Kenneth J. Kogut & Associates to monitor pricing for Electric Energy Supply and Service. Due to the volatile nature of the energy supply market, pricing must be reviewed with contracts for supply and service executed on the same day.

Mr. Kogut contacted staff on 8/24/2022 and noted that the market had dropped to a point that it would be very wise to pursue an extension to our agreement for 12/2/2023 through 12/1/2025 at a cost of \$0.05068/kwh. Attached is Mr. Kogut's recommendation letter for reference.

Staff has sought bids in the past, however with margins shrinking on this commodity, market volatility, and the increasing difficulty of synching up a week's long bid process with a dip in the market, staff believes this procurement tactic is the best way forward to achieve savings for the Village.

RESOLUTION 2022-_____

A RESOLUTION RATIFYING EXECUTION OF AN AGREEMENT WITH CONSTELLATION NEW ENERGY FOR ELECTRICITY SUPPLY SERVICES

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

WHEREAS, the Village engaged Kenneth J. Kogut & Associates to monitor pricing for Electric Energy Supply and Service for the Village; and

WHEREAS, it is in the best interest of the Village to execute an agreement with Constellation New Energy.

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 Resolution as if fully set forth herein.

SECTION 2. The Village Board ratifies the execution of an agreement with Constellation New Energy.

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

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

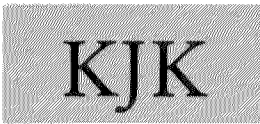
APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



KENNETH J. KOGUT
& ASSOCIATES
Energy and Management Consultants



5232 WEST 170th PLACE
OAK FOREST, ILLINOIS 60452
Telephone (708) 560-0083
Fax (708) 560-0685

September 9, 2022

Mr. Tom Wisniewski
Buyer
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, Illinois 60089

Re: Electric and Gas Recommendations

Dear Mr. Wisniewski:

Per our telephone call on Tuesday, 9/6/22, and your email request of same day, the following is a summary of our recommendation to lock in future electric and gas rates for the Village of Buffalo Grove (VBG) selected accounts.

As you are aware, we have been monitoring electric and gas rates for the Village of Buffalo Grove (VBG) for the 12/2023-12/2026 period, and for gas rates, 12/2024-12/2026. We have assisted in providing recommendations, at the request of the Village of Buffalo Grove, for a period of years, dating back to 2010. Over our tenure, with the Village of Buffalo Grove, we have been successful in reducing energy rates (electric and gas) with varying energy markets. Thus we have assisted in controlling energy rates for the selected accounts of VBG.

Prior to the current locked in energy rates of \$0.05083/kwh (12/2023-12/2025), and \$0.5907/therm (12/2024-12/2025), energy rates have continued to rise since our last recommendations in 2019 (Period: 12/2022-12/2023; \$0.02533/kwh), and 2020 (Period: 12/2022-12/2024; \$0.292/therm). Energy rates, both gas and electric, have continued to rise since recommendations for contracted rates in 2019/2020. Based upon electric rates, they have doubled, and gas rates have also doubled, or more, for the referenced monitored periods. Today's rates are higher in the \$0.06/kwh + range, in the near-term, along with gas grids currently at \$0.80/therm +.range. As can be seen, the energy rates and grids have escalated to new highs.

Since the 2019/2020 period, energy rates have exploded due to several conditions. This includes COVID-19, restricting gas pipelines distribution (exploration/production for gas), and its divergence of natural gas supply to assist in the current Ukrainian energy and European energy situation. As a result, electric prices have increased significantly, due to COVID-19 (March, 2020), increase of natural gas costs (affecting the gas power peaking units), closing of coal-fired plants, limiting future leasing for drilling, and the current European energy situation. Thus, the increase in energy grids.

Mr. Tom Wisniewski
September 9, 2022
Page 2.

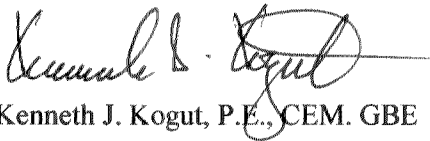
KENNETH J. KOGUT & ASSOCIATES

As a result, the gas and electric grids do not appear to be reducing in any immediate time. This appears to be the new norm now, for energy rate ranges. Electric rates in the \$0.02/kwh, \$0.03/kwh, and possibly in the \$0.04/kwh range may be passed. Gas rates in the \$0.20/therm, \$0.30/therm, and \$0.40/therm range may also be in the past. Thus, current rates recommended, and monitored for VBG, appear to be the best at this time. Small reductions/variations in electric and gas grids may occur, but previously contracted electric and gas rate ranges appear to be in the past. Thus, this appears to be the new norm, forward.

We will continue to monitor electric and gas rates for VBG, forward. Recommendations will be provided, based upon response to the conditions at hand. We are in a new era of escalated energy rates. Locking in current energy rates for VBG, forward, will assist in future control of ever rising/ changing energy rates and energy grids.

Thank you for allowing Kogut & Associates to provide appropriate recommendations for electric and gas rates for VBG, based upon the best energy grid and information at hand.

Sincerely,



Kenneth J. Kogut, P.E., CEM. GBE

KJK /dk

cc: Mr. Brett Robinson

Attachment: Kogut Assoc. Energy Rate Recommendations Follow up_VBG_9.9.2022 (R-2022-13 : Electrical Supply and Service)



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

VILLAGE OF BUFFALO GROVE ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we will select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Passed Through
Auction Revenue Rights Credits	Fixed
Capacity Costs	Passed Through
Transmission Costs	Passed Through
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed (Charged Separately)
FERC Order 745 Costs	Passed Through
Balancing Congestion Costs	Passed Through
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs will be passed through to you.

Renewable Portfolio Standards Costs ("RPS Costs"). Pursuant to the Future Energy Jobs Bill (Illinois Public Act 099-0906) charges for RPS Costs now collected as UDC Delivery Charges ("RPS UDC Charges"). If during the term of this Agreement, some or all of the RPS UDC Charges are no longer invoiced as UDC Delivery Charges, Seller will pass those charges through to Customer.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

FOR INTERNAL USE ONLY

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) by furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.015000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within forty-five (45) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contract Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage level for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for the purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Monica Schmidt

G452951.41145.0

Printed: 8/24/2022

Commonwealth Edison

COMED

1-800-334-7661

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Attachment: Electric_12-2023 thru 12-2025 (R-2022-13 : Electrical Supply and Service)

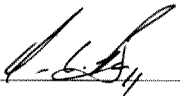
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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Buffalo Grove

Signature: 
Amanda Stewart

Signature: 

Printed Name: Vice President – Retail Ops
Title:

Printed Name: Dane Bragg
Title: Village Manager

Date: 08/24/2022
Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Date: 8/24/2022
Address: 50 Raupp Blvd
Buffalo Grove, IL 60089-2138

Fax: 888-829-8738
Phone: 844-636-3749

Fax: 847-459-7906
Phone: 847-459-2500
Email: DBragg@vbg.org

Attachment: Electric_12-2023 thru 12-2025 (R-2022-13 : Electrical Supply and Service)

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the "Line Loss Usage"). If Line Loss Costs are "Fixed," the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are "Fixed (Charged Separately)", the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC

"Renewable Portfolio Standards Costs" means the costs associated meeting renewable portfolio standards costs at the levels required by current applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the general deactivation charges and other such charges, if any, imposed by the ISO load served in a particular load zone to recover the cost for any general units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable imposed by the ISO specifically for: (i) the Current Recovery Charges; and the Transmission Enhancement Charge Adjustments (each of (i) and (ii) defined in the settlement agreement approved by FERC as of May 31, 2012 in Docket Number EL05-121-009 for the time periods identified therein implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC delivery services rates associated with your use of UDC's distribution network all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide other deposits or other security as required by Section 2 above; or perform your material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material

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obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a

timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for claiming party to carry out any obligation under this Agreement due to events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such event shall have the right to terminate this Agreement without penalty upon 30 days written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss of termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to make commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OF CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in

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jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for

billing adjustments and payments, indemnification, limitations of liability, dispute resolution. This Agreement is a "forward contract" and we are "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests" including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:**For: Village of Buffalo Grove****The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on August 24, 2022****We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.****Please verify that your specific information is COMPLETE and ACCURATE.****Your review and acceptance of this information will help ensure accurate future invoices***Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.***THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 20

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	0023066024	1 East Golfview Terr, BUFFALO GROVE, IL 60089	12/03/23	12/01/25	\$0.05068
COMED	0025585004	401 W. Half Day Rd., BUFFALO GROVE, IL 600896548	12/02/23	11/30/25	\$0.05068
COMED	0111523025	50 Raupp Blvd., BUFFALO GROVE, IL 600892139	12/03/23	12/01/25	\$0.05068
COMED	0111585007	48 Raupp Blvd., BUFFALO GROVE, IL 600892139	12/03/23	12/01/25	\$0.05068
COMED	0451040074	400 LaSalle Lane Water Station #7, BUFFALO GROVE, IL 60089	12/02/23	11/30/25	\$0.05068
COMED	0547031041	120 Horatio Blvd. Water Station #6, BUFFALO GROVE, IL 60089	12/03/23	12/01/25	\$0.05068
COMED	0739145021	751 Port Clinton Rd, BUFFALO GROVE, IL 60089	12/02/23	11/30/25	\$0.05068
COMED	1278307002	301 Buffalo Grove Rd, BUFFALO GROVE, IL 60089	12/03/23	12/01/25	\$0.05068
COMED	1735103028	739 Weidner Rd, BUFFALO GROVE, IL 600893360	12/03/23	12/01/25	\$0.05068
COMED	1948149005	801 COMMERCE CT, VERNON TWP, IL 600892366	12/03/23	12/01/25	\$0.05068
COMED	2067150021	3400 N Prairie Rd, BUFFALO GROVE, IL 60089	12/02/23	11/30/25	\$0.05068
COMED	3235100010	1520 Brandywyn Ct, BUFFALO GROVE, IL 600891003	12/02/23	11/30/25	\$0.05068
COMED	3726049013	154 Raupp Blvd, BUFFALO GROVE, IL 60089	12/03/23	12/01/25	\$0.05068
COMED	4100030004	345 N Arlington Heights Rd, BUFFALO GROVE, IL 60089	12/03/23	12/01/25	\$0.05068
COMED	4729075016	226 E Lake Blvd, BUFFALO GROVE, IL 600894352	12/03/23	12/01/25	\$0.05068
COMED	4979144033	2600 Palazzo Dr, BUFFALO GROVE, IL 600894676	12/02/23	11/30/25	\$0.05068
COMED	5375166005	1640 Linden Ave, BUFFALO GROVE, IL 600892805	12/03/23	12/01/25	\$0.05068
COMED	5613019001	511 Arlington Heights Rd. Water Station, BUFFALO GROVE, IL 600893245	12/02/23	11/30/25	\$0.05068

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Monica Schmidt

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Printed: 8/24/2022

COMED	7959050006	Cambridge St, BUFFALO GROVE, IL 60089	12/03/23	12/01/25	\$0.05068
COMED	8010045082	1100 Johnson Dr, BUFFALO GROVE, IL 600896919	12/03/23	12/01/25	\$0.05068

8.D.d

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Attachment: Electric_12-2023 thru 12-2025 (R-2022-13 : Electrical Supply and Service)

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Ordinance No. O-2022-89 : Ordinance Approving Amendments to Chapter 5.20 Liquor Controls

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff is proposing several changes to existing liquor licenses as well as new license reservations. All changes are included in the attached ordinance updating Section 5.20.072 in its entirety.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)

Trustee Liaison

Sussman

Staff Contact

Jessie Brown, Community Development

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 14, 2022

TO: Dane Bragg, Village Manager

FROM: Jessie Brown, Administrative Services Manager / Deputy Village Clerk

SUBJECT: Liquor License updates

Recommendation

Staff recommends approval of the ordinance updating Section 5.20.072 in its entirety.

Background

There are several changes to existing liquor licenses as well as new license reservations. All changes are included in the attached ordinance updating Section 5.20.072 in its entirety. An explanation of the changes are as follows:

- The Class A liquor license for Rack 'Em Up Chicago Inc. at 312 McHenry Road is rescinded. The business has closed.
- A Class A liquor license is reserved for SAG Hospitality LLC d/b/a Vin 90 Kitchen + Bar at 401 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022. The current license at this location under the name of WJN Golf LLC will be rescinded once the license for SAG Hospitality is issued.
- The Class B liquor license for Spirit Café, Inc. d/b/a Versailles Restaurant at 100 McHenry Road is rescinded. The business has closed.
- The Class B liquor license for Tomatillo Taco-Ville 2 LLC at 1267 Dundee Road is rescinded. The business has sold.
- A Class C liquor license is reserved for BGLIQS LLC at 1655 Buffalo Grove Road. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022.
- The Class E liquor license for Aragvi, LLC d/b/a Georgian European Bakery & Café at 136 McHenry Road is rescinded. The business has closed.
- A Class E liquor license is reserved for Buffalo Grove Cherry Incorporated at 700 Lake Cook Road 105-106. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022.
- A Class H liquor license is reserved for IPMedia Holdings, Inc. d/b/a GildedBox at 1360 Abbott Court. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022.

Underlined = addition

Strikethroughs = deletion

09/13/2022

ORDINANCE NO. 2022 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

Section 1. Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

5.20.72 Licenses authorized.

Only the following licenses are authorized.

	Licensee and d/b/a	Address
Class A.		
1.	Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
2.	Rack'Em Up Chicago, Inc.	312 McHenry Road
32.	The Schwaben Center	301 Weiland Road
43.	Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
54.	La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
65.	K1 Speed, Inc.	301 Hastings Lane
76.	Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
87.	La Presa Restaurant, Inc.	86 W. Dundee Road
98.	BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
109.	Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
1110.	Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	800 Lake Cook Road
1211.	Themi's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
1312.	Yang Group, Inc. d/b/a Sushi Grove	312 McHenry Road
1413.	AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B
1514.	TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street
1615.	WJN Golf, LLC d/b/a WJ Golf	401 Half Day Road
1716.	TheGolfLobby LLC	312 Half Day Road
17.	<u>SAG Hospitality LLC d/b/a Vin 90 Kitchen + Bar</u>	<u>401 Half Day Road</u>
Class B.		
1.	Spirit Café, Inc. d/b/a Versailles Restaurant	100 McHenry Road
21.	Taste of Tokyo, Inc.	159 McHenry Road
32.	Nino's Pizzeria, Inc.	960 Buffalo Grove Road
43.	Continental Restaurant, Inc.	782 S. Buffalo Grove Road
54.	Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road

65.	Donato Restaurant Group, Inc. d/b/a Buffalo Restaurant	1180 Lake Cook Road
76.	Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
8.	Tomatillo Taco Ville 2 LLC	1267 Dundee Road
97.	Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
108.	Sky Fitness Café, Inc. d/b/a Sky Spa & Lounge	1501 Busch Parkway
119.	Eva's Mexican Restaurant, Inc.	205 Dundee Road
1210.	Chanprung, LLC d/b/a Fuji Thai	1000 Weiland Road
1311.	Mi Cocina Authentic Mexican Cuisine	1169 McHenry Road #120A
Class C.		
1.	American Drug Stores, Inc. d/b/a Osco	79 McHenry Road
2.	Al & Al Cellar, Inc. d/b/a Al & Al Liquor	1407 W. Dundee Road
3.	Seoul Supermarket, Inc.	1204 Dundee Road
4.	Highland Park CVS, LLC	20 E. Dundee Road
5.	Walgreen Co. d/b/a Walgreens	1225 W. Dundee Road
6.	Bond Drug Company of Illinois, LLC d/b/a Walgreens	15 N. Buffalo Grove Road
7.	Bond Drug Company of Illinois, LLC d/b/a Walgreens	1701 N. Buffalo Grove Road
8.	77018 Company d/b/a Garden Fresh Market	770 S. Buffalo Grove Road
9.	BG Pantry, Inc. d/b/a BG Liquors	223 W. Dundee Road
10.	Hariom, Inc. d/b/a Dev Liquor & Wine	1170 McHenry Road
11.	Malhotra Enterprises, Inc. d/b/a 7-Eleven	1165 Weiland Road
12.	Woodman's Food Market, Inc.	1550 Deerfield Parkway
13.	BGLIQS LLC	1655 Buffalo Grove Road
Class D.		
1.	Aldi, Inc.	1202 Dundee Road
2.	Nino's Pizzeria, Inc.	960 S. Buffalo Grove Road
3.	BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
Class D1.		
1.	RDK Ventures LLC d/b/a Circle K	50 Lake Cook Road
2.	RDK Ventures LLC d/b/a Circle K	1200 Arlington Heights Road
3.	Speedway LLC	201 N. Milwaukee Avenue
4.	True North Energy, LLC	185 Milwaukee Avenue
5.	Casey's Retail Company d/b/a Casey's #6427	1251 McHenry Road
6.	Casey's Retail Company d/b/a Goodstop #6405	10 Dundee Road
Class E.		
1.	Grande Jakes Fresh Mexican Grill in BG, Inc.	205 Dundee Road
2.	MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
3.	Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
4.	Aragvi, LLC d/b/a Georgian European Bakery & Café	136 McHenry Road
54.	Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
65.	Niki's Gyros, Inc.	1038 Weiland Road
6.	Buffalo Grove Cherry Incorporated	700 Lake Cook Road 105-106

Class F.		
1.	Lake County Hospitality, LLC, Franchisee of Wyndham Garden Inn	900 Lake Cook Road
Class H.		
1.	IPMedia Holdings, Inc. d/b/a GildedBox	1360 Abbott Court
Class J.		
1.	Roundy's Illinois, LLC d/b/a Mariano's	450 Half Day Road
Class K.		
1.	Prairie Krafts, Inc. d/b/a Liquid Love Brewing Company	1310 Busch Parkway

Section 2.

- A. The Class A liquor license for Rack 'Em Up Chicago, Inc. at 312 McHenry Road is hereby rescinded.
- B. The Class B liquor license for Spirit Café, Inc. d/b/a Versailles Restaurant at 100 McHenry Road is hereby rescinded.
- C. The Class B liquor license for Tomatillo Taco-Ville 2 LLC at 1267 Dundee Road is hereby rescinded.
- D. The Class E liquor license for Aragvi, LLC d/b/a Georgian European Bakery & Café at 136 McHenry Road is hereby rescinded.
- E. A Class A liquor license is reserved for SAG Hospitality LLC d/b/a Vin 90 Kitchen + Bar at 401 Half Day Road. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022. The Village Manager shall have the authority to extend the December 18, 2022 date for good cause shown. If not so extended, this reservation shall cease.
- F. A Class C liquor license is reserved for BGLIQS LLC at 1655 Buffalo Grove Road. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022. The Village Manager shall have the authority to extend the December 18, 2022 date for good cause shown. If not so extended, this reservation shall cease.
- G. A Class E liquor license is reserved for Buffalo Grove Cherry Incorporated at 700 Lake Cook Road 105-106. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022. The Village Manager shall have the authority to extend the December 18, 2022 date for good cause shown. If not so extended, this reservation shall cease.
- H. A Class H liquor license is reserved for IPMedia Holdings, Inc. d/b/a GildedBox at 1360 Abbott Court. This reservation is subject to the applicant completing Village requirements for said license on or before December 18, 2022. The Village Manager shall have the authority to extend the December 18, 2022 date for good cause shown. If not so extended, this reservation shall cease.
- I. This Section 2 shall not be codified.

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

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

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2022-90 : Cook County Intergovernmental Agreement

Recommendation of Action

Staff recommends approval upon Village Attorney review and approval.

SUMMARY: Cook County and the Village are proposing to enter into an Inter-Governmental Agreement to address paving of a short section of Raupp Blvd south of Lake Cook Road with their future Lake Cook Road project. As the work is outside of their Right-of-Way and at the Village's cost an agreement is required.

ATTACHMENTS:

- Memo T Bragg_Cook County IGA (Raupp)_9-13-2022 (DOCX)
- Lake Cook Rd-Arlington Hts Rd to Raupp Blvd_Buffalo Grove_IGA_9.8.22 (DOCX)
- Raupp Exhibit (PDF)
- ORD_Cook County IGA (Raupp)_9-13-2022 (DOCX)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 13, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Lake Cook Road/Raupp Boulevard IGA with Cook County

Recommendation

Staff recommends entering in an Intergovernmental Agreement with Cook County is in the best interest of the Village. Given the size and scope of the Village's portion of the road, it is likely that the Village would have to pay a higher cost to pave the road in the future outside of this project, therefore, staff recommends approval.

Project Overview

Cook County plans to resurface Lake Cook Road between Raupp Boulevard and Arlington Heights in 2023 as an intermediate project to improve the road condition until engineering is completed and funds budgeted for a full roadway reconstruction. As part of the Lake Cook Road resurfacing project, the north and south legs of Raupp Boulevard will be improved within County's Right-of-Way (ROW). A small section of deteriorated pavement along Raupp Boulevard between the Lake Cook Road south ROW limit and the Park District parking lot entrance was proposed to remain and is in poor condition. Village staff have requested Cook County pave the short remaining section of deteriorated pavement along Raupp Boulevard as part of next year's project. Enclosed is an Inter-governmental Agreement (IGA) with Cook County to pave this additional section of Raupp south of Lake Cook Road with their 2023 project. The Village will reimburse the County for the work which is estimated at \$25,000.00.

The project will be publicly bid by the County who is subject to the same bidding guidelines as the Village. The existing road is in disrepair but was not planned to be included in the Village's Road work. The paving cost can be covered with next year's road budget.

The roadwork will be designed by Civiltech Engineering Inc., the same company that the Village has hired to complete the Phase I engineering study for the future Lake Cook Road reconstruction project. Pavement design will meet Village standards.

Attachment: Memo T Bragg_Cook County IGA (Raupp)_9-13-2022 (O-2022-90 : Cook County IGA (Raupp Blvd))

INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK

LAKE COOK ROAD
Arlington Heights Road to Raupp Boulevard

VILLAGE OF BUFFALO GROVE

Section: 23-A5014-00-PV

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT"), effective upon the last dated signature below, is entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF BUFFALO GROVE, a municipal corporation of the State of Illinois (the "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the PARTIES desire to make improvements to Lake Cook Road from Arlington Heights Road to Raupp Boulevard (the "PROJECT");

WHEREAS, the scope of work for the PROJECT includes, but is not limited to, Portland Cement Concrete (PCC) pavement patching, overlaying with hot mix asphalt, curb and gutter removal and replacement, curb ramp replacement, drainage structure adjustments, traffic control and protection, installation of pavement markings, landscaping and other attendant highway appurtenances;

WHEREAS, the VILLAGE has requested the COUNTY extend the construction limits of the PROJECT at the south leg of Raupp Boulevard to a point approximately 154.5 feet south of the centerline of Lake Cook Road to rehabilitate the remaining PCC pavement (a length of 72 feet), which is in poor condition (the "VILLAGE WORK");

WHEREAS, this AGREEMENT shall set forth the PARTIES' respective responsibilities and obligations for construction and construction engineering, maintenance and funding of the PROJECT;

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. CONSTRUCTION AND CONSTRUCTION ENGINEERING

- A. **Construction Contract.** The COUNTY shall award and execute a construction contract to furnish all labor and materials needed to complete the PROJECT. In awarding and administering the contract, the COUNTY shall comply with all applicable state and federal laws and regulations.
- B. **Construction Engineering.** The COUNTY shall perform, or cause to be performed, construction engineering services for the PROJECT.
- C. **Pre-Construction and Progress Meetings.** The COUNTY shall provide not less than fourteen (14) calendar days' advance written notice to the VILLAGE prior to the pre-construction meeting for the PROJECT and not less than seven (7) calendar days' advance written notice to the VILLAGE prior to the start of construction of the PROJECT. A representative from the VILLAGE shall attend the pre-construction meeting and be available for all other construction meetings as needed.
- D. **Permits and Fees.** The VILLAGE shall secure all regulatory permits required to construct the VILLAGE WORK. Any fees for said permits shall be paid by the VILLAGE.
- E. **Right of Inspection.** The VILLAGE and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during and upon completion of construction of the VILLAGE WORK. The COUNTY shall work cooperatively with the VILLAGE to address and resolve any concerns raised by the VILLAGE with respect to construction of the VILLAGE WORK. Any dispute(s) concerning the construction of the VILLAGE WORK shall be resolved in accordance with Section IV.H of this AGREEMENT.
- F. **Final Inspection.** The VILLAGE shall participate in a final inspection of the VILLAGE WORK. The COUNTY shall provide not less than fourteen (14) calendar days' advance written notice to the VILLAGE prior to the date of the final inspection. The VILLAGE shall submit final punch list items to the COUNTY not less than seven (7) calendar days prior to the date of the final inspection.
- G. **Village Permits.** The VILLAGE shall grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property and/or right-of-way within the PROJECT limits to the COUNTY and/or its agents, without charge of permit fees to the COUNTY. Any permit(s) for right of access and/or temporary use of any of the VILLAGE's property and/or right-of-way shall not be unreasonably withheld by the VILLAGE.
- H. **Public Outreach.** The COUNTY shall provide the VILLAGE with information regarding the scope, timing and duration of the PROJECT not less than thirty (30) calendar days prior to the start of construction of the PROJECT. The VILLAGE shall communicate and post said information via normal VILLAGE communication platforms not less than fourteen (14) calendar days prior to the start of construction.

II. MAINTENANCE

- A. **Definition.** As used herein, the terms “maintain” and “maintained” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. **Maintenance of Roadways.** Upon completion of the PROJECT, the COUNTY shall continue to own, operate, and maintain those portions of Lake Cook Road under its established jurisdictional authority; and the VILLAGE shall continue to own, operate, and maintain those portions of Raupp Boulevard under its established jurisdictional authority, including the newly constructed VILLAGE WORK improvements. Maintenance responsibilities include, but are not limited to, all routine surface and pothole repairs, temporary full-depth patches, crack and joint sealing, cleaning and litter pickup, minor curb and gutter repair, drainage structure repair and cleaning, snow and ice control, and other operational services.
- C. **Sidewalks and Multi-Use Paths.** The VILLAGE shall own, operate, and maintain any sidewalks and/or multi-use paths, including curb ramps, constructed or improved as part of the PROJECT, in compliance with the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines (PROWAG), and any other federal and/or state laws and regulations.
- D. **Indemnification.** The VILLAGE agrees to defend, indemnify, and hold harmless the COUNTY and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys’ fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the use, repair and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the PROJECT.
- E. **Survives Termination.** The PARTIES’s maintenance obligations as described in this section shall survive termination of this AGREEMENT.

III. FINANCIAL

- A. **County Cost Participation.** The COUNTY agrees to pay all actual construction and construction engineering costs for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. **Village Cost Participation.** The VILLAGE agrees to reimburse the COUNTY for all actual construction costs for the VILLAGE WORK and ten percent (10%) of that amount for construction engineering.
- C. **Village Reimbursement.** The VILLAGE agrees that upon completion of construction of the PROJECT and receipt of an invoice from the COUNTY, the VILLAGE shall make payment to the COUNTY for the VILLAGE’s financial obligation incurred under this AGREEMENT.

Payment to the COUNTY shall be made by check payable to the Treasurer of Cook County and submitted to the Superintendent of the DEPARTMENT within sixty (60) calendar days of receipt of the invoice from the COUNTY.

- D. **Supplemental or Substitute Work.** Either PARTY may request in writing that bid work or materials be substituted with different work or materials for the PROJECT. Provided that the substitute work and/or materials do not unreasonably delay the PROJECT schedule, the COUNTY will cause said substitute work and/or materials to be included in the PROJECT. Each PARTY will pay the costs of substitutions for their associated work items.
- E. **Additional Work.** Either PARTY may request in writing that additional work be added to the PROJECT. Provided that the additional work does not unreasonably delay the PROJECT schedule, the COUNTY will cause said additional work to be included in the PROJECT. Additional work will be paid for by force account or agreed unit price. Each PARTY will pay the costs of additional work for their associated work items.
- F. **Funding Breakdown.** A funding breakdown for VILLAGE WORK is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.

IV. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- E. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 23-A5014-00-PV. The PARTIES shall include COUNTY section number 23-A5014-00-PV on all PROJECT-related submittals, including, but not limited to, invoices and correspondence.
- G. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section IV.I below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT.

Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.

- H. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT's Superintendent shall be final.
- I. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- J. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- K. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- L. **Liability.** Subject to Section II.E. herein, no official, officer, employee, attorney, agent or assign of either PARTY shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. The COUNTY assumes no liability for the actions of the VILLAGE and its officials, officers, employees, attorneys or agents under this AGREEMENT. The VILLAGE assumes no liability for the actions of the COUNTY and its officials, officers, employees, attorneys or agents under this AGREEMENT. Each PARTY agrees to be solely responsible for liability, suits, losses, judgments, damages or other demands imposed upon it as a result of its own actions or omissions in the performance of its obligations specified in this AGREEMENT. This AGREEMENT shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one PARTY against the other or against third parties. In the event of a claim for any wrongful or negligent act, each PARTY shall bear the cost of its own defense.
- M. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the VILLAGE.
- N. **Notices.** Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: Jennifer "Sis" Killen, P.E., PTOE
 Superintendent
 Cook County Department of Transportation and Highways
 69 W. Washington Street, 24th Floor
 Chicago, IL 60602
 E-mail: Jennifer.Killen@cookcountyil.gov

To the VILLAGE: Darren Monico, P.E.
 Village Engineer
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, IL 60089
 E-mail: dmonico@vbg.org

- O. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- P. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- Q. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- R. **Termination.** Unless otherwise agreed to by the PARTIES in writing, this AGREEMENT terminates upon completion of the PROJECT and final reimbursement by the VILLAGE.
- S. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.
- T. **Waiver of Default.** The failure by the COUNTY or VILLAGE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or VILLAGE unless such provision is waived in writing.

- U. **No Waiver of 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 Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., as amended.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF BUFFALO GROVE:

 Toni Preckwinkle
 President
 Cook County Board of Commissioners

 Beverly Sussman
 Village President

This ____ day of _____ A.D. 2022

This ____ day of _____, A.D. 2022

ATTEST: _____
 County Clerk

ATTEST: _____
 Village Clerk

RECOMMENDED BY:

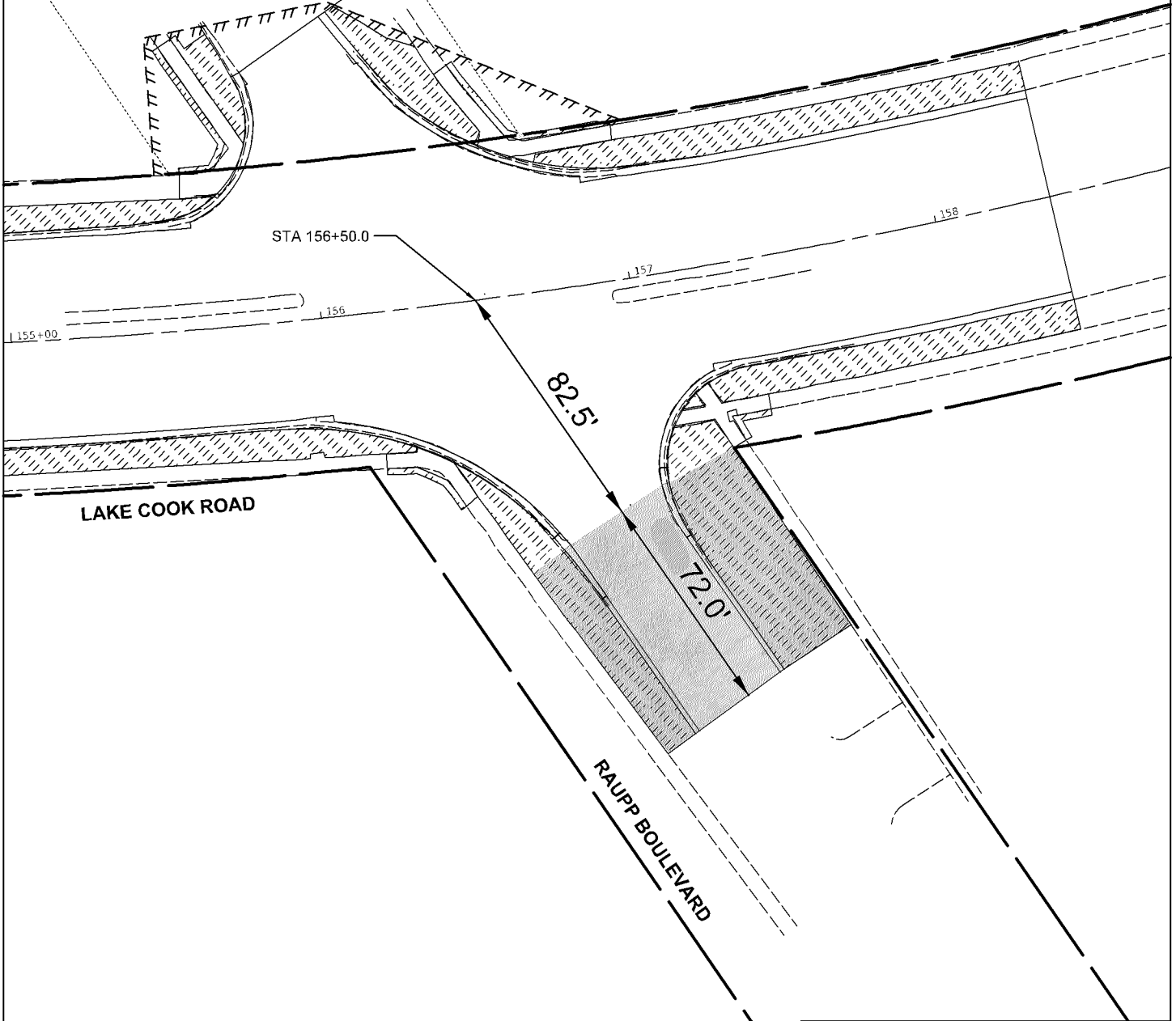
APPROVED AS TO FORM:
 Kimberly M. Foxx, State's Attorney

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

By: _____
 Assistant State's Attorney

EXHIBIT A**Funding Breakdown for
VILLAGE WORK**

ITEM	VILLAGE SHARE
Construction	100%
Construction Engineering	10% of actual construction costs for the VILLAGE WORK



LEGEND



Project Extension Requested by
Village of Buffalo Grove

COOK COUNTY DOTD

LAKE COOK ROAD REHABILITATION
ARLINGTON HEIGHTS ROAD TO RAUPP BOULEVARD

RAUPP BOULEVARD EXHIBIT



Date: 5/26/2022

Scale:
Horiz. 0 12.5 25

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY
RELATING TO THE REPAVING OF RAUPP BOULEVARD IN THE VILLAGE OF BUFFALO GROVE**

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

WHEREAS, the Village seeks to enter into an Intergovernmental Agreement with Cook County relating to \$25,000 of road repaving along Raupp Boulevard south of Lake Cook Road as part of a larger Lake Cook Road project within the Village of Buffalo Grove.

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

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

SECTION 2. The Village President is authorized to enter into an Intergovernmental Agreement with Cook County relating to \$25,000 of road repaving project along Raupp Boulevard south of Lake Cook Road within the Village of Buffalo Grove, pending attorney review.

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

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

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

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: ORD_Cook County IGA (Raupp)_9-13-2022 [Revision 1] (O-2022-90 : Cook County IGA (Raupp Blvd))



**Ordinance No. O-2022-91 : Ordinance Authorizing Granting a
Perpetual Utility Easement to Commonwealth Edison Company
(Comed)**

Recommendation of Action

Staff recommends approval.

SUMMARY: The Public Works Department recommends approval of the enclosed ordinance providing an easement to ComEd for their utility and providing the Village Manager the authority to sign all associated documents when received pending review and approval by the Village Attorney.

ATTACHMENTS:

- Memo T Bragg_ComEd Easement_Cambridge_8-23-2022 (DOCX)
- ComEd Plat of Easement (PIN 03-09-101-033) (PDF)
- Ordinance_ComEd_Cambridge_8-23-2022 (DOCX)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 14, 2022
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Director of Public Works
SUBJECT: Granting of an Easement to ComEd for the Cambridge on the Lakes Lift Station Project

Staff Recommendation

The Public Works Department recommends approval of the enclosed ordinance providing an easement to ComEd for their utility and providing the Village Manager the authority to sign all associated documents when received pending review and approval by the Village Attorney.

Overview

The Cambridge on the Lakes Lift Station Replacement Project required the Village to obtain 985 Buffalo Grove Road (wooded pond parcel between 15 Dundee Rd and Cambridge Park) from the Buffalo Grove Park District to relocate the lift station. As this is a newly acquired parcel by the Village, no utility easements currently exist. ComEd will be providing power to the newly constructed lift station and requires an easement to place their utility on the Village's property. The enclosed Plat of Easement provides ComEd the necessary area to install their transformer as required by the project.

ORDINANCE 2022-_____

**AN ORDINANCE AUTHORIZING GRANTING A
PERPETUAL UTILITY EASEMENT TO
COMMONWEALTH EDISON COMPANY (COMED)**

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

WHEREAS, the Village seeks to grant a perpetual utility easement to Commonwealth Edison Company (ComEd) for facility improvements associated with the Cambridge on the Lakes Lift Station project located at 985 Buffalo Grove Road (PIN: 03-09-101-033),

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 and directed to execute all necessary documents to effectuate the conveyance.

SECTION 3. The perpetual utility easement is approved subject to review and approval by the Village Attorney.

SECTION 4. 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 5. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ordinance_ComEd_Cambridge_8-23-2022 (O-2022-91 : ComEd Easement Grant (985 Buffalo Grove Rd))



Ordinance No. O-2022-92 : Ordinance Approving an Northwest Community Healthcare Planned Unit of Development Ordinance 2019-042, Approval for a Veterinary Hospital Use and Sign Variations for a Commercial Building at 41 S. McHenry Rd.

Recommendation of Action

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

SUMMARY: GW McHenry BG, LLC, is requesting approval of an amendment to the NCH Planned Unit of Development for a new 10,000 square foot commercial building. The Planning & Zoning Commission recommended approval. Staff concurs with this recommendation.

ATTACHMENTS:

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

Trustee Liaison

Pike

Staff Contact

Nicole Woods, Community Development

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 19, 2022

TO: President Beverly Sussman and Trustees

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

SUBJECT: 41 S. McHenry Road – Wild Fork & Veterinary Emergency Group. The petitioner is seeking approval of an amendment to Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, with an approval of a Veterinary Hospital use, and Variations from the Sign Code related to the number and size of wall signs proposed, all to allow the construction of a 2-tenant commercial building on the subject property.

PROJECT BACKGROUND

Mitch Goltz, on behalf of GW Properties LLC, the owner of the property located at 41 S. McHenry Road, is requesting approval of an amendment to Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, with an approval of a Veterinary Hospital use, and Variations from the Sign Code. In 2019, the Village Board approved Ordinance No. 2019-042 for the development of the Northwest Community Healthcare (NCH) site with a new 4-story 70,000 square foot medical office building and outlot as shown on Figure 1. It was

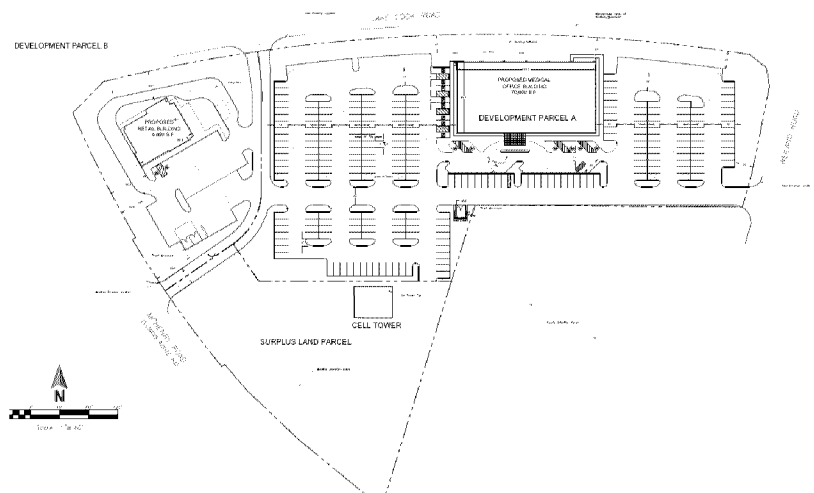


Figure 1

anticipated that the outlot would be a 5,000 square foot quick service restaurant with drive-through. GW has revised their proposal for the site and submitted a plan for a 10,000 square foot, two-tenant commercial building on the outlot. GW has two tenants interested in occupying the space. Wild Fork, a grocer specializing in frozen meats, seafood and prepared foods would occupy about 4,000 square feet of the new building. The other 6,000 square feet would be occupied by a veterinary emergency clinic called Veterinary Emergency Group (VEG).

The site is approximately 1.32-acres and is currently vacant/unimproved. Prior to the NCH Development, the site was occupied by a 14,300 square foot immediate care center. The proposed project requires an amendment to Ordinance No. 2019-042 as amended for the Northwest Community

Health Planned Unit of Development with an approval of veterinary hospital use and the following variations from the Sign Code:

1. A Variation from Section 14.16.070 of the Sign Code pertaining to the number of wall signs proposed for the Wild Fork tenant space; and
2. A Variation from Section 14.16.070 of the Sign Code related to the total length of the signs proposed on the Wild Fork tenant space.

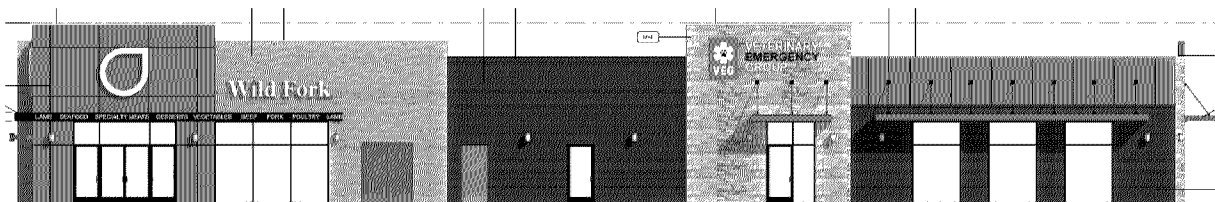
PLANNING & ZONING ANALYSIS

Wild Fork Operations:

- Wild Fork will be open 7 days a week from 8:00 AM – 9:00 PM.
- Peak hours of operation are anticipated to be from 3:00-7:00 PM Monday through Friday and from 10:00 AM – 5:00 PM Saturday and Sunday.
- The grocer will typically have 5 staff members on site to assist customers but will adjust staffing as needed on weekends and holidays.
- All food is pre-packaged and frozen and will be delivered to the store 3 times per week.
- The store will not have any food preparation, packaging, cooking or consumption on site.

VEG Operations:

- VEG will be open 24 hours per day 365 days per year.
- Peak hours for the veterinary hospital are anticipated to be from 6:00 PM to 10:00 PM.
- A typical shift at a VEG location is staffed by 4-5 people (1 doctor, 2 technicians, an assistant and sometimes a receptionist).
- VEG does not perform routine care such as vaccines, spays, neuters, and other preventive care.
- There would be no boarding of pets; pets are only kept on-premises for inpatient medical care with direct supervision by a nurse and veterinarian.



Use:

- The proposed grocery store use is permitted within the B3 zoning district.
- Veterinary clinics/hospitals are not specified as a permitted or special use in the B3 zoning district. However, given that the site is a Planned Development, the request can be considered as part of the amendment.
- The 2009 Comprehensive Plan indicates that this site should remain an office use, however, staff believes the development is suitable for the location given the surrounding uses.

Setbacks and bulk requirements:

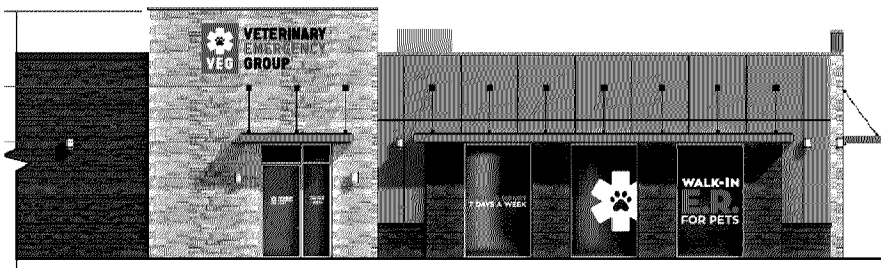
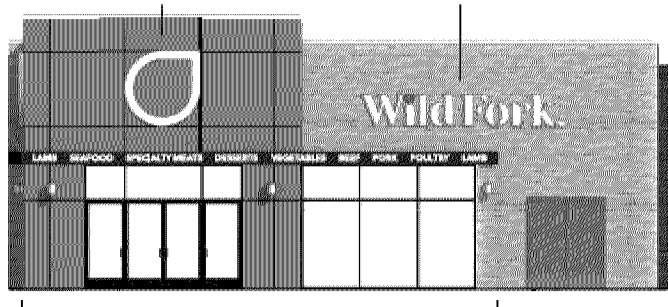
- The Code requires buildings to be setback a minimum distance of 25 feet from the right-of-way. Buildings in excess of 45 feet in height are required to increase their setback proportional to the building height.
- The proposed building is 22 feet at its highest point and setback from the property line 25 feet, which complies with the setback and height requirements for the B3 zoning District.
- No zoning variations are proposed for the development.

Landscaping:

- The petitioner has submitted a robust landscape plan that includes shade, ornamental and deciduous trees as well as evergreen and deciduous shrubs, ornamental grasses, and perennials.
- Planter beds mimicking those on the NCH site have been carried through the site along the Lake Cook Road frontage.
- Based upon the building setback, the Code requires a minimum landscape buffer of 25 feet adjacent to the entire length of the right-of-way on this site. The proposed landscape buffer is compliant with this requirement.

Signage:

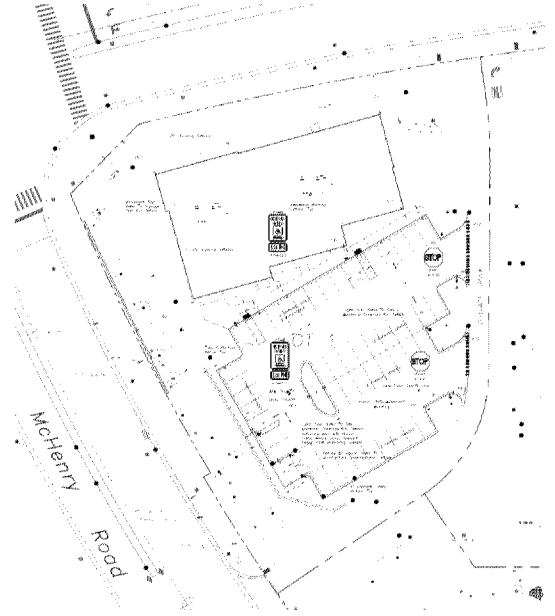
- The petitioner is proposing a monument sign on the northwest corner of the site. The sign will be setback the required 10 feet from all property lines and is compliant with the code limitations for height and sign area.
- Wild Fork is proposing to install a combination of wall signs on the north elevation (facing Lake Cook Road), south elevation (the main entrance to the store) and west elevation (facing McHenry Road).
- The Wild Fork “Iconic Flame” logos and the lettering on the EIFS accent band (flush with the building, and not on a canopy as indicated in the sign plan) are each considered their own wall sign, therefore a total of 8 wall signs are proposed (3 on the south and west elevations and 2 on the north elevation).
- The Code allows 1 wall sign to be installed along each frontage and above the main entrance to the tenant space when it does not face a right-of-way, therefore a variation for the number of wall signs is required (3 wall signs are permitted in total).
- The total square footage of signage proposed is compliant. However, the combined lengths of the signs on each elevation will exceed the maximum permitted length of 1/3 of establishment’s frontage, which will also require a variation.
- Staff is supportive of the sign variation requests, as the overall appearance of the signs is complimentary to the building design and the petitioner is not exceeding the total square footage of signage permitted for the establishment.



- VEG is proposing to install 2 wall signs on their portion of the building.
- One sign will face Lake Cook Road and the other will be placed over the main entrance to their unit.
- The number of signs, size and total square footage are all code compliant.
- VEG will also be installing door and window graphics, which comply with the Sign Code.
- PZC has directed staff to work with the petitioner on reducing signage to the extent feasible and appropriate. This direction was not a condition for approval. Staff will work with the petitioner upon during the permit process.

Traffic & Site Accessibility:

- The volume of traffic to be generated by the proposed uses, will not have a significant impact on traffic conditions in the area and can easily be accommodated by the existing roadways.
- Access to the parking lot is provided by two full access drive aisle connections to the private circulation road between this site and the NCH building.
- The main access onto Lake Cook Road and McHenry Road will not be altered as part of this project.
- Two-way traffic circulation is proposed throughout the site.

*Parking:*

- The Zoning Code requires a minimum of 1 parking space per 250 square feet for a grocer (16 spaces required) and 4 parking spaces per 1,000 square feet of floor area for veterinary uses (24 spaces required) for a total of 40 parking spaces required.
- The project exceeds this requirement with 48 proposed parking stalls.

Building Elevations/Site Design:

- A combination of concrete brick, stone stack wainscot and EIFS will be used on the principal building.
- The materials used on the building differentiate each tenant space but are complimentary to one another.
- Building articulation and the change in materials break up each building elevation, as does the varying roof line.
- The materials on the ground sign's base and the refuse enclosure have also been coordinated with the materials on the primary building.

Lighting:

- The proposed lighting complies with the Village illumination standards of no more than .5 footcandles at the property line.
- Pole lights will be used in the parking lot and a uniform building fixture will be used on both tenant spaces.

STORMWATER & ENGINEERING

- Stormwater provisions were provided for this parcel as part of the NCH project.
- The project engineer will need to provide a stormwater management report that confirms the proposed development is within the previously permitted requirements.
- The Village's Engineers have reviewed the preliminary plans and have indicated that the minimal concerns related to stormwater and utilities can be addressed during the final engineering process.
- As a condition of approval, final engineering will have to be submitted in a manner acceptable to the Village.

PUBLIC HEARING COMMENTS

There were no comments from the public.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an amendment to Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, approval of a Veterinary Hospital use, and Variations from the Sign Code for the number and size of wall signs proposed for the Wild Fork tenant space, all to accommodate the construction of a new 2-tenant commercial building at 41 S. McHenry Road, subject to the following conditions:

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

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of an amendment to Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, with an approval of a Veterinary Hospital use, and Variations from the Sign Code related to the number and size of wall signs proposed, all to allow the construction of a 2-tenant commercial building on the subject property.

ORDINANCE NO. 2022 - ____

**AN ORDINANCE APPROVING NORTHWEST COMMUNITY HEALTHCARE PLANNED UNIT OF
DEVELOPMENT ORDINANCE NO. 2019-042 AS AMENDED, FOR THE WITH AN APPROVAL OF A
VETERINARY HOSPITAL USE AND SIGN CODE VARIATIONS
FOR 41 S. MCHENRY ROAD**

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

**Wild Fork & Veterinary Emergency Group
41 S. McHenry Road**

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

WHEREAS, 41 S. McHenry Road, Buffalo Grove, IL ("Property") is a 1.32-acre site in the B-3 Business District which is currently vacant and unimproved and is hereinafter legally described in Exhibit A; and,

WHEREAS, Mitch Goltz, ("Petitioner") has filed a petition on behalf of GW Properties, LLC, to allow the construction of a 10,000 square foot, two-tenant commercial building to be occupied by Wild Fork and Veterinary Emergency Group on the Property, and is requesting the following approvals:

1. An Amendment to the Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended; and,
2. Approval of a Veterinary Emergency Hospital Use; and,
3. The following Variations from the Village of Buffalo Grove Sign Code:
 - a. Section 14.16.070 of the Sign Code pertaining to the number of wall signs proposed for the Wild Fork tenant space; and,
 - b. Section 14.16.070 of the Sign Code related to the total length of the signs proposed on the Wild Fork tenant space.

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on August 17, 2022 concerning the petition for approval of the Amendment to the Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, the Veterinary Emergency Hospital Use and Sign Code Variations; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the testimony and exhibits presented by the Petitioner at the public hearing demonstrated supported for the requested development: Exhibit C;

WHEREAS, the Planning & Zoning Commission voted 8 to 0 to unanimously recommend approval of the Amendment to the Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, the Veterinary Emergency Hospital Use and Sign Code Variations; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Amendment to the Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, the Veterinary Emergency Hospital Use and Sign Code Variations are reasonable and will serve the best interests of the Village.

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

- | | |
|-----------|---|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from the August 17, 2022 Planning & Zoning Commission Meeting |

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Amendment to the Northwest Community Healthcare Planned Unit of Development Ordinance No. 2019-042 as amended, the Veterinary Emergency Hospital Use and Sign Code Variations for the Property at 41 S. McHenry Road, Buffalo Grove, IL, subject to the following conditions:

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

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____
PASSED: _____
APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Beverly Sussman, Village President

EXHIBIT A**Legal Description**

**Wild Fork & Veterinary Emergency Group
41 S. McHenry Road**

LOT 1 IN FINAL PLAT OF NCH BUFFALO GROVE OUT PATIENT CARE CENTER SUBDIVISION BEING A RESUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE AND COOK COUNTIES, ILLINOIS RECORDED SEPTEMBER 17, 2021 AS DOCUMENT 7826815 AND CERTIFICATE OF CORRECTION RECORDED MARCH 17, 2022 AS DOCUMENT 7886777 IN LAKE COUNTY, ILLINOIS AND RECORDED NOVEMBER 10, 2021 AS DOCUMENT 2131422033 AND CERTIFICATE OF CORRECTION RECORDED MARCH 17, 2022 AS DOCUMENT 2207622006 IN COOK COUNTY, ILLINOIS.

PINS: 15-33-309-004 (Lake County)
03-04-102-003 (Cook County)

5

EXHIBIT B

Plan Set

**Wild Fork & Veterinary Emergency Group
41 S. McHenry Road**

EXHIBIT C

Minutes from the August 17, 2022 Planning & Zoning Commission Meeting
Wild Fork & Veterinary Emergency Group
41 S. McHenry Road



July 26, 2022

To Whom It May Concern:
RE: Wild Fork Foods Description

The following is a description of the size and scope of services we would like to provide at the location:

About Wild Fork Foods:

Wild Fork Foods is a retail grocery selling over 700 frozen products included but not limited to, meat, seafood, vegetables, and pre-prepared food. All food is pre-packaged and delivered to the store 3 times a week frozen. The store will not have any food preparation, packaging, cooking, or consumption on site. The business is strictly retail sales of frozen, prepackaged products.

Hours of Operation:

7 days per week, 8am – 9pm these are our Maximum hours currently in existing locations throughout the Chicagoland area

Staffing:

Total Number of Employees: 10

Maximum Number of Employees on Site at One Time: 5 (unless additional staffing is needed for weekend or holiday hours)

If you have more specific questions about Wild Fork Foods, or the services we provide, please feel free to reach out. I can best be reached via email at: michelle.armstrong@wildforkfoods.com

Thank you,

Wild Fork Foods

Michelle Armstrong
Real Estate Leader – Midwest

Wild ForkTM

8200 NW 41 Street, Suite 450, Doral FL 33166
T: 833-300-WILD WildForkFoods.com



VETERINARY EMERGENCY GROUP

To Whom It May Concern:

RE: VETERINARY EMERGENCY GROUP Description

Veterinary Emergency Group ("VEG"), a rapidly growing group of emergency veterinary practices with the single mission of *helping people and their pets when they need it most*.

The following is a description of the size and scope of services we would like to provide at the location:

Hours of Operation:

24 Hours Per Day/365 Days Per year

Hospital Description:

The interior will include a waiting area with adjacent restroom interior treatment area with examination rooms, an x-ray room, surgery room, small quiet ward, and additional space for meetings, laundry, storage, staff break areas, etc. Final floor plan and design subject to change.

ABOUT "VEG"

The veterinary hospital would be operated by Veterinary Emergency Group ("VEG"), a rapidly growing group of emergency veterinary practices with the single mission of *helping people and their pets when they need it most*.

VEG was founded in 2014 by Dr. David Bessler. Dr Bessler is a long-time emergency veterinarian with a passion for being the hero who helps people and their pets in their time of need. After helping to build the nation's largest specialty veterinary business, he struck out on his own in 2014 and bought a single, small, veterinary practice called Veterinary Emergency Group or "VEG." At VEG, David reimagined the emergency veterinary experience from the customer's perspective, making it comfortable and convenient while maintaining a high standard of medicine and top-notch culture. In the last few years under David's leadership, VEG has grown to be the only nationwide emergency veterinary business with 30 locations throughout the United States and 50+ by the end of 2023.

Staffing

Veterinarians- 6

Nurses- 12

Assistant- 12

Other Support Staff- 3

A typical shift at a VEG location usually includes one doctor, two technicians, and assistant and sometimes one other individual, such as a receptionist.

PARKING & TRAFFIC

The proposed veterinary hospital use will not create any adverse impacts specifically related to parking or traffic conditions for the following reasons:

The parking demand for veterinary hospital is low, with 4-5 veterinary employees on site at any given time at VEG, plus approximately 7-25 VEG customers during the entire peak period of 6pm to midnight.

Although VEG operates 24 hours a day, the peak hours range from 6PM to midnight, with the highest concentration of customers coming to VEG between 6PM to 10PM. During the day, VEG sees approx. 8-10 cases between 8 AM and 6PM. There are only a handful of customers that come in from 12AM-8AM.

All Proposed Services

VEG will provide a unique service to community residents and their pets by offering 24-hour, 365-day emergency animal care.

A visit to VEG is vastly different from any other visit to a veterinarian's office:

- When customers call, **they speak directly to a veterinarian** who answers questions and advises on next steps. Upon arrival, customers are taken to the treatment area and are **seen by a veterinarian right away.**
- During treatment, VEG never separates people and their pets. Customers can choose **to stay with their pets throughout all procedures** they might need.
- Hospital staff sit on the floor when interacting with patients because that's **where pets are most comfortable.**
- We'll always find a way to **say yes**, no matter the request!

VEG provides the community with dedicated emergency services. They offer support for issues such as vomiting, diarrhea, foreign body ingestion, respiratory distress, injuries, etc. They do not perform routine care such as vaccines, spays, neuters, and other preventive care.

VEG currently operates out of a neighboring facility located at 238 E. Bearss Ave, Tampa FL 33613. Due to the case load at this location, VEG is planning on moving into a larger, brand new facility so it can continue to help people and their pets when they need it most.

There is no boarding component. If there is an animal on-premise, there is always a veterinarian treating it. Pets are only kept on-premises for inpatient medical care with direct supervision by a nurse and veterinarian

Proposed Larger Equipment

X-ray machine: VEG will install an x-ray machine to take radiographs.

Gas Equipment: VEG will install an oxygen generator which will produce oxygen. There will be various ports throughout the hospital that will allow patients access to oxygen as needed.

Noise, Odor & Waste Mitigation

Noise Mitigation. With respect to noise specifically, VEG will implement noise mitigation measures to ensure that the veterinary hospital use will not have any adverse noise impacts on the closest uses. VEG hospitals are all designed to address the need for extra noise insulation, and each location is individually evaluated with a soundproofing plan of action. However, based on VEG's experience in other markets, most sick and injured pets do not make significant, if any, noise when arriving or being treated at the veterinary hospital.

The maximum noise level within the main areas of the hospital is anticipated to be 90 decibels. However, this maximum (worst-case) noise level will rarely if ever occur, since it assumes that the veterinary hospital would be at maximum capacity entirely with barking dogs – which is extremely unlikely to occur. VEG treats animals other than just dogs and most animals need to be sedated to perform proper care. Despite this, the Applicant will install sound insulating panels that have a minimum Noise Reducing Coefficient ("NRC") rating of 0.95.2 Strategically placing sound insulating panels within the Vet Space will help to absorb up to 95% of the sound generated by the veterinary hospital use.

Odor Mitigation. The proposed veterinary hospital use will not have any adverse impacts with respect to odor. VEG will utilize an HVAC system that uses an exhaust system and outside air to provide positive/negative pressure and ventilation within the Vet Space. Positive pressure systems will be used to push air from one space to another (e.g. supplying more air in a space than is taken away, such as in surgery rooms where sterility must be maintained). Negative pressure systems will be used to pull air out and away from a space (e.g. using exhaust fans to pull air away from bathrooms). The systems together will result in particulates, including odors, to be exhausted to the exterior of the building.

All floor and wall finish materials will be washable and impervious, comprised of porcelain and ceramic tile with industrial- grade grout. The Applicant will adhere to standard veterinary cleaning practices, including mopping floors and cleaning, disinfecting, and sterilizing all used equipment and apparatuses on a frequent basis. Thus, the proposed use will not have any adverse impacts with respect to odor.

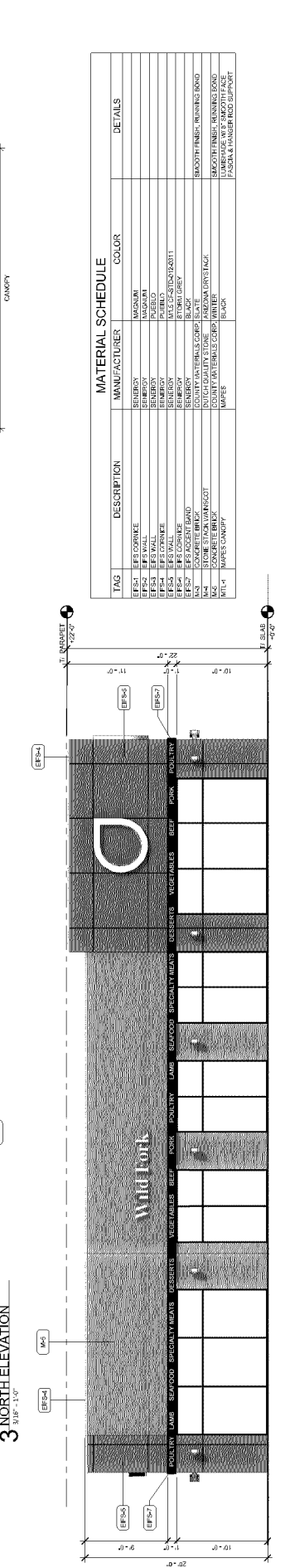
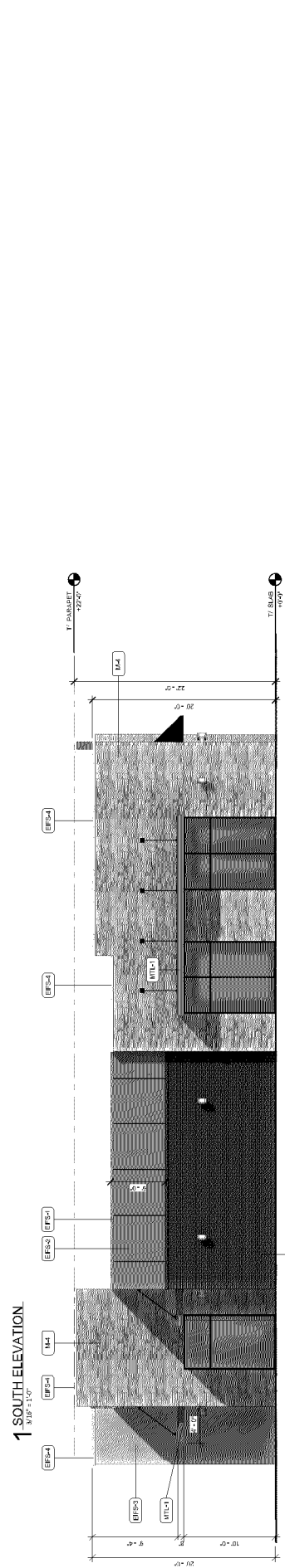
Waste Mitigation. The proposed veterinary hospital use will also not have any adverse impacts with respect to waste. Any animal waste that occurs within hospital will be collected by staff and deposited into closed waste disposal containers. VEG will dispose of medical waste according to industry standards with a third party contractor that provides regular pick-up services. Trash facilities within the building are located on-site and will be accessible directly from the proposed use.

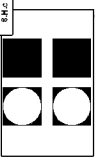
If you have more specific questions about VEG, or the services we provide, please feel free to reach out. I can best be reached via email at: Jhanlon@veg.vet

Thank you,

Veterinary Emergency Group

Jennifer Hanlon
Director of Real Estate & Development

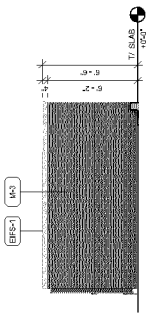
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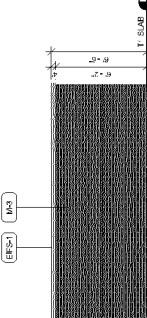
GW PROPERTIES
SOUTHEAST CORNER OF McHENRY RD &
LAKE COOK RD
BUFFALO GROVE, ILL. 60089
DESIGNED BY: J. L. HARRIS, P.E.
PLANNERS

TRASH ENCLOSURE ELEVATIONS

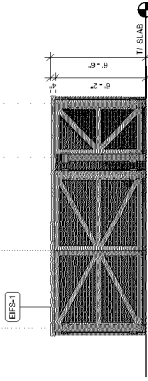
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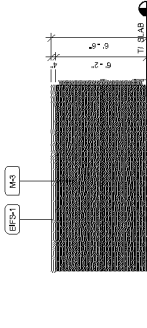
2 TRASH ENCLOSURE NORTH ELEVATION



4 TRASH ENCLOSURE WEST ELEVATION



1 TRASH ENCLOSURE EAST ELEVATION



3 TRASH ENCLOSURE SOUTH ELEVATION

REVISIONS

REVISIONS

REVISIONS

REVISIONS



A2.1

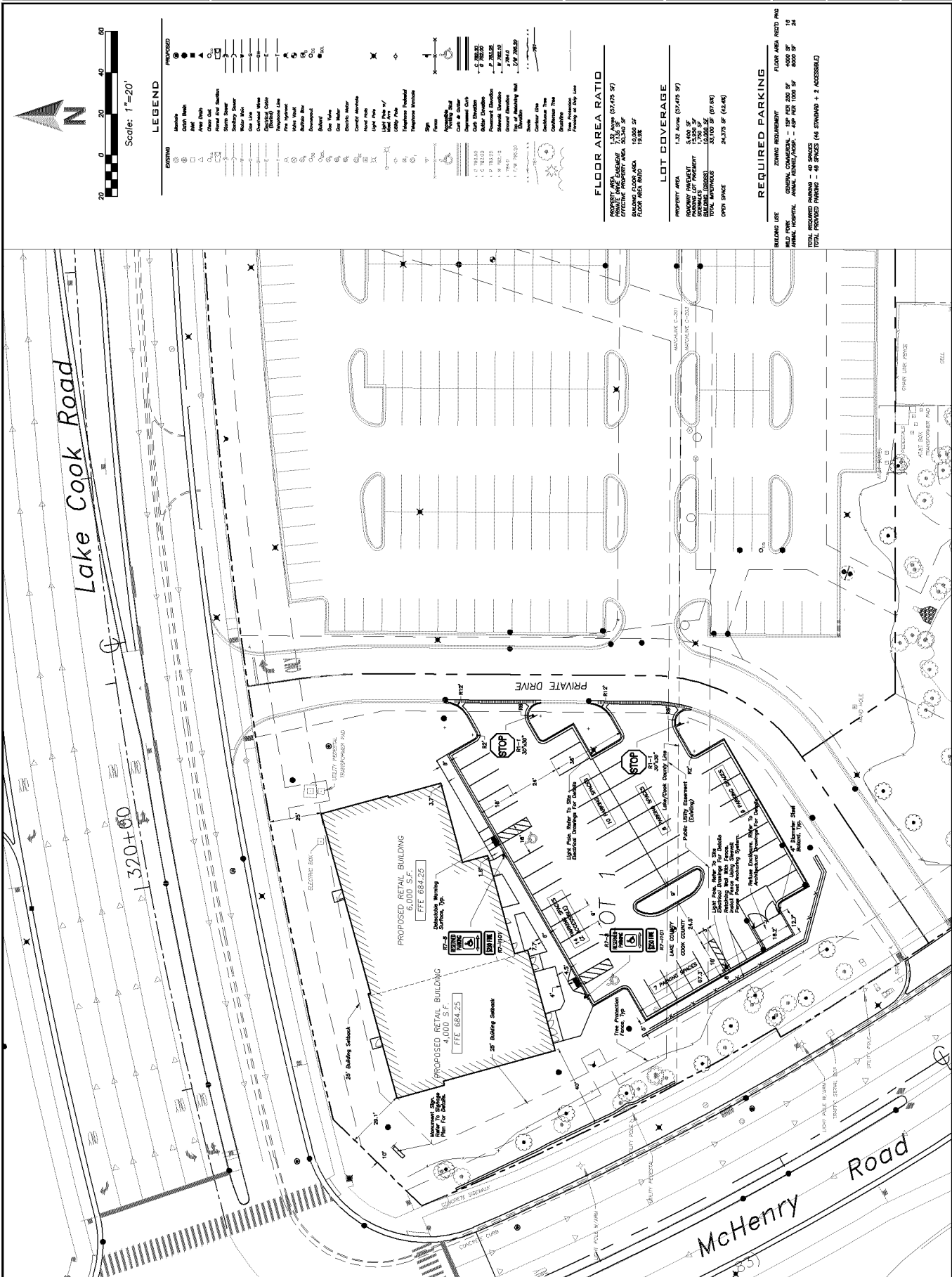
**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**
145 COMMERCE DRIVE, SUITE A
GLENVIEW, ILL. 60025
TEL: 847.722.4334
FAX: 847.722.4334
WWW.ERIKSSON-ILL.COM
LICENSE NO. 184-002320
EXPIRES: 04/30/2025

GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois

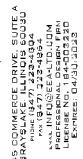
Revision: 01/2025
Project: 2025-01-01
Drawing: 2025-01-01
Scale: 1"=20'

Site Geometry Plan
(SITE PLAN)

C-201



[illegible]



Reservado for Spak

Evaluation Date:

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Sheet No: C-201



Reserved for Skat

Evolution Date:

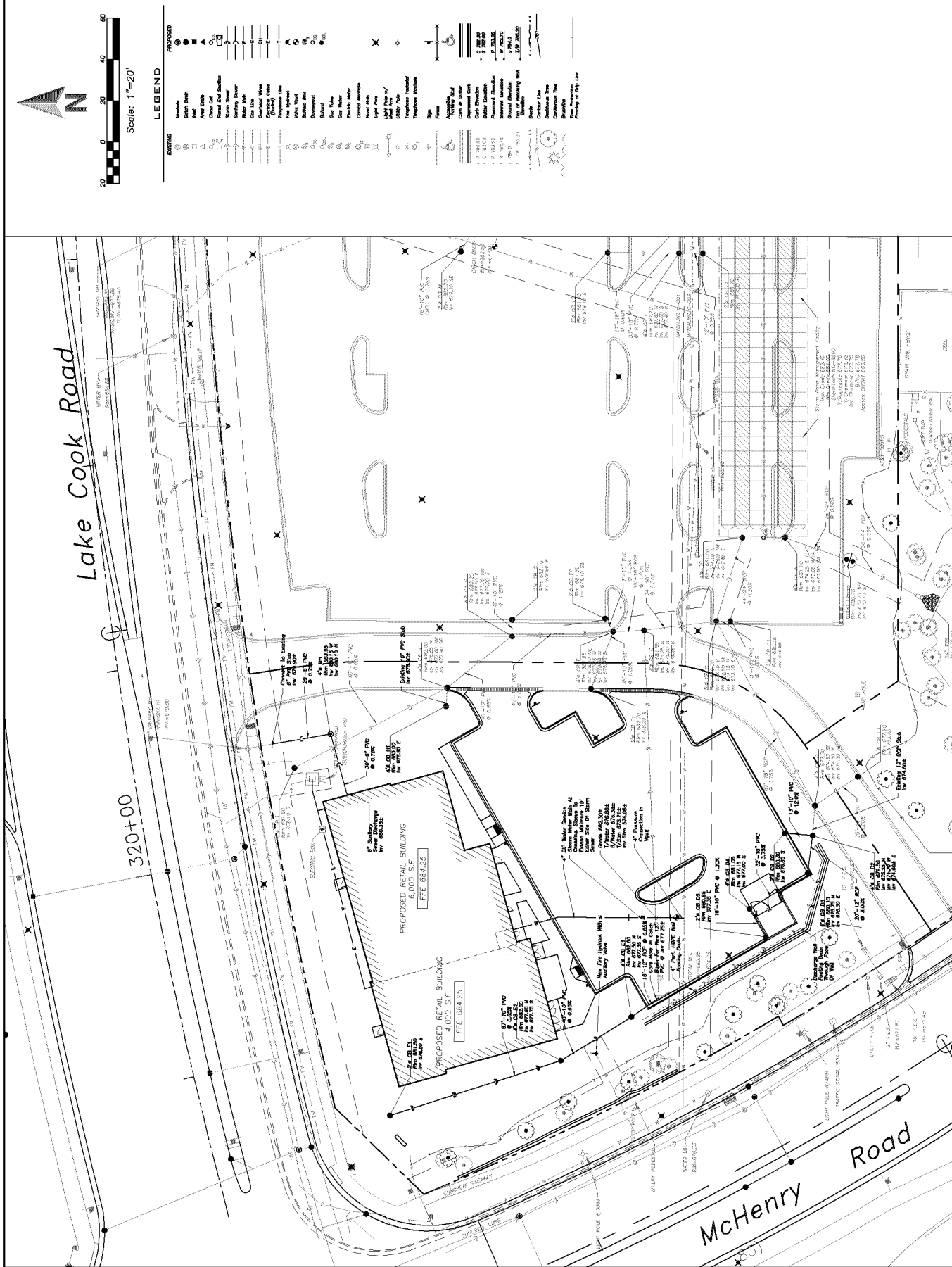
No.	Date	Description
	2022.04.05	Progress Drawings
	2022.04.24	Progress Drawings
	2022.04.30	Village Submittal
	2022.07.28	Village Submittal
	2022.08.04	Zoning Submittal

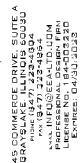
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Copyright PD	Approved by PD	Signed Rec.

SITE UTILITY PLAN

Shane M.

C-301





Reservoir for Goat

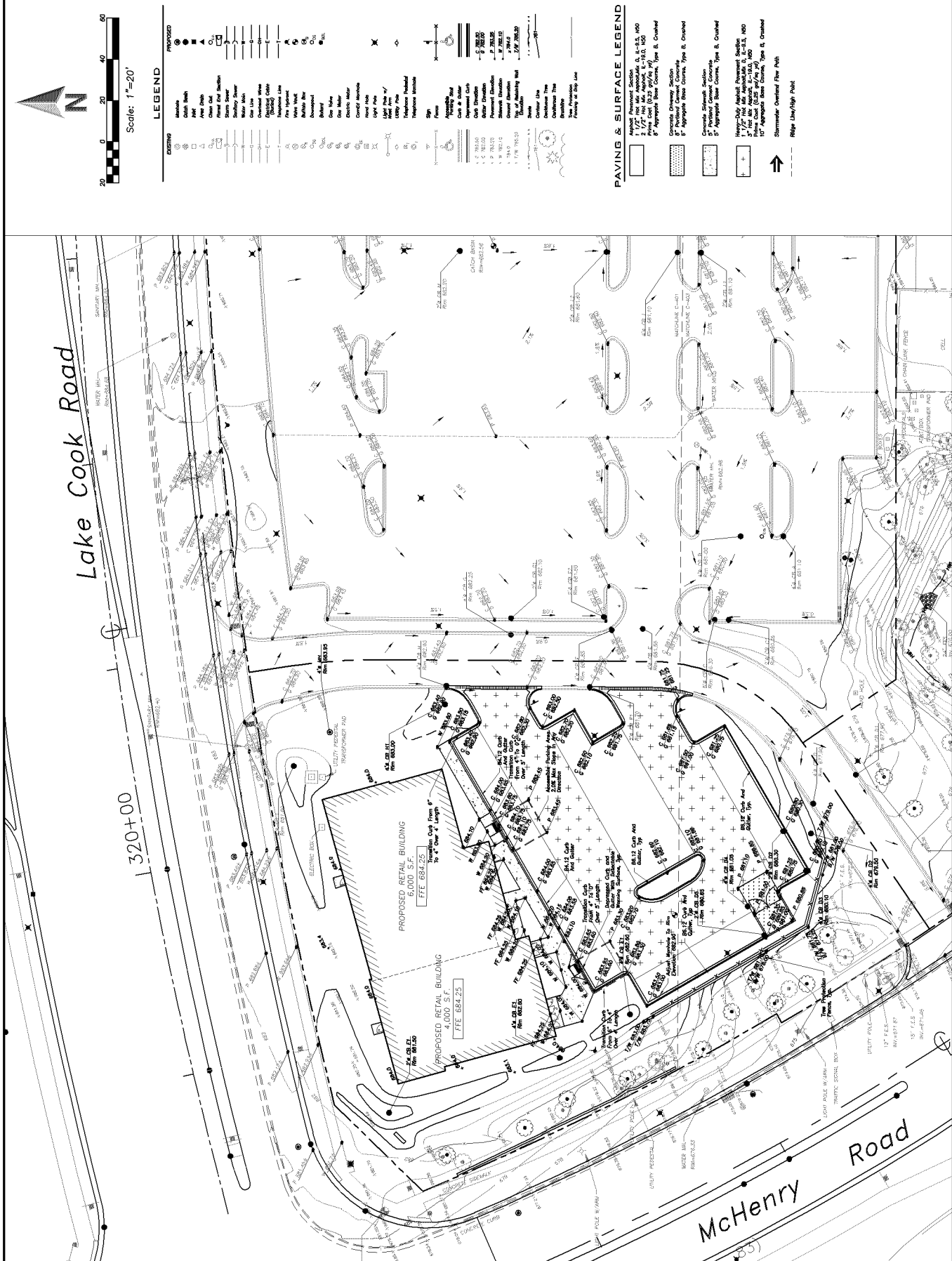
Expiration Date: _____	
No.	Description
	2022.08.05 Progress Drawings
	2022.08.27 Progress Drawings
	2022.08.30 Village Submitted
	2022.07.28 Village Submitted
	2022.08.04 Zoning Submitted

© 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2

SITE GRADING & PAVING PLAN

Page No.:

C-401





Expiration Date:

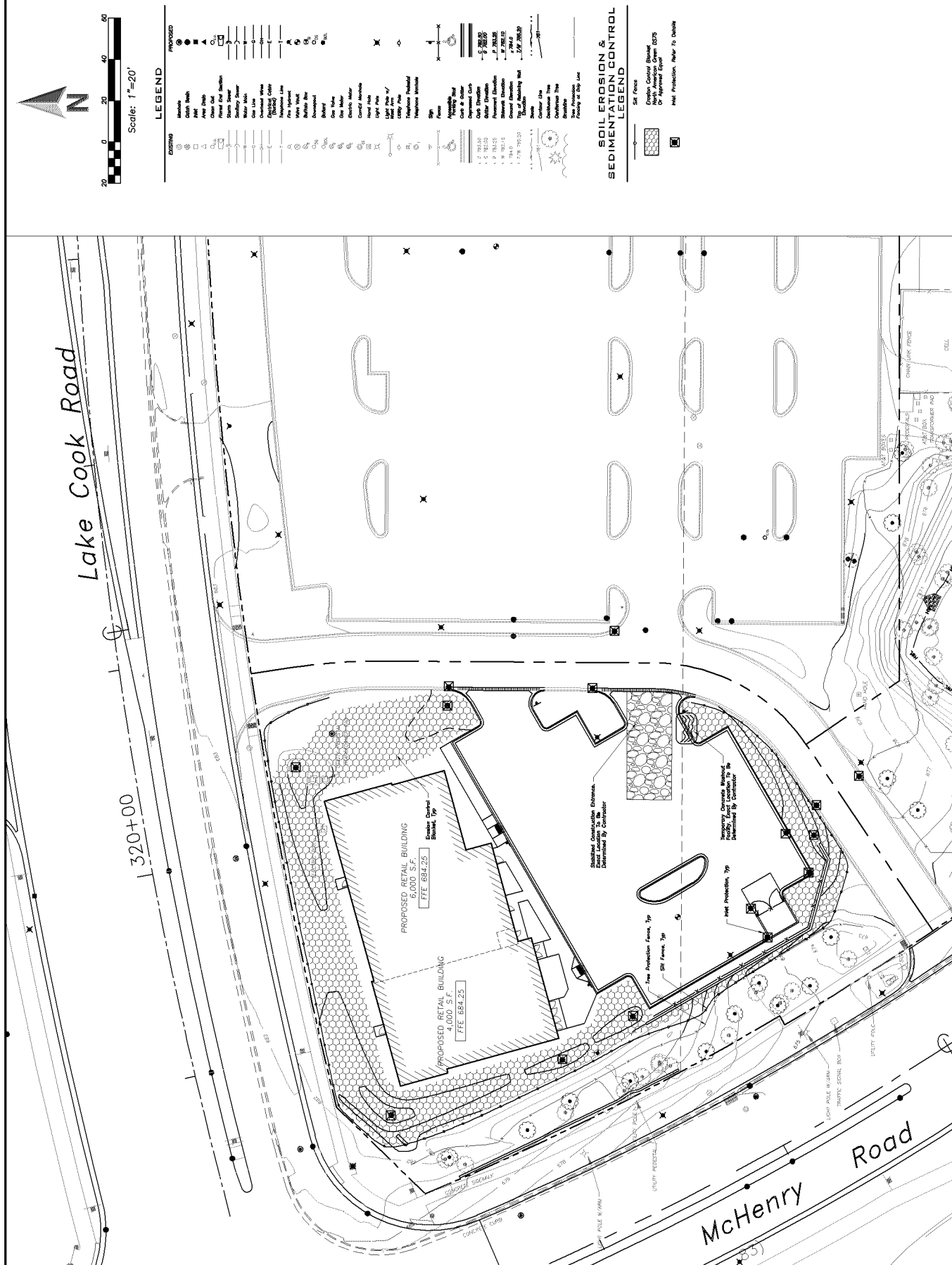
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	2022.03.21	Program Drawings
	2022.04.30	Village Submitted
	2022.07.26	Village Submitted
	2022.08.04	Zoning Submitted

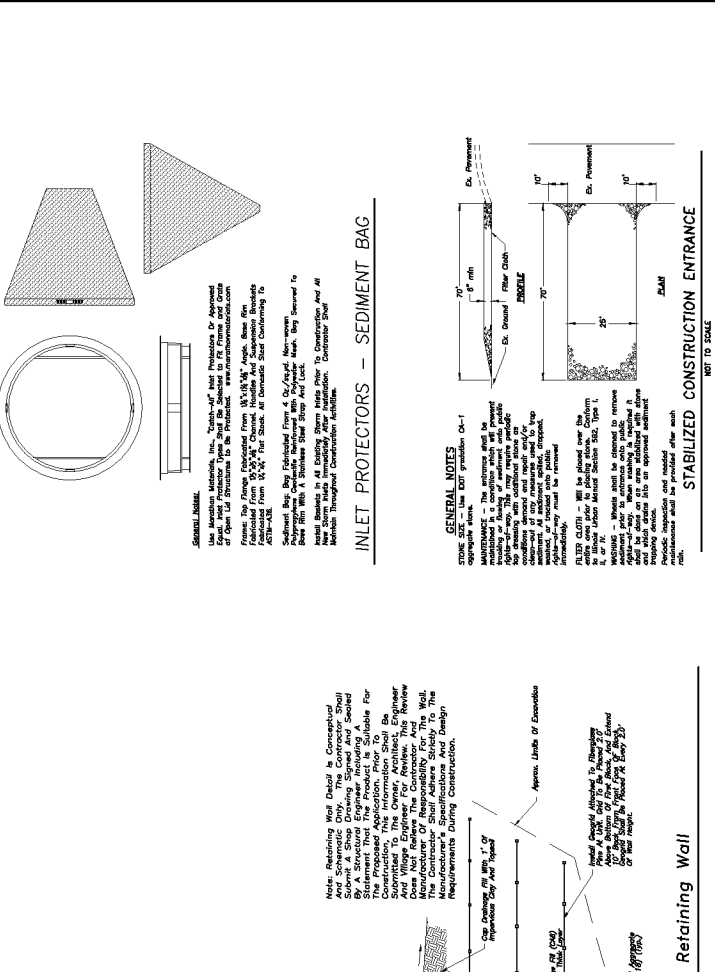
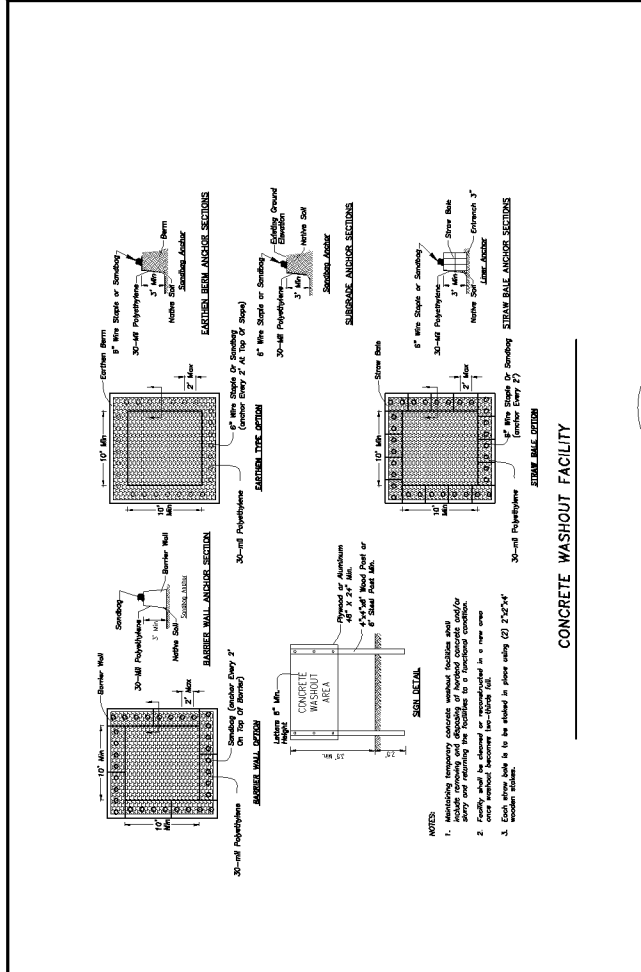
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Short Title:

SITE ESC PLAN

Sheet No.: C-501





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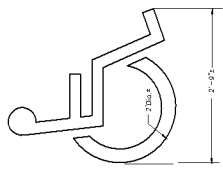
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0022.06.21	Program Drawings
0022.06.30	Village Submittal
0022.07.30	Village Submittal
0022.08.04	Zoning Submittal

By: PD	Date: 2022.05.05
For: PD	Project No.

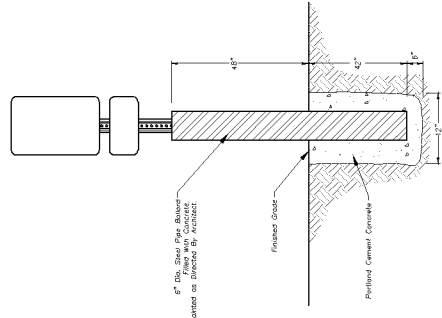
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SITE DETAILS

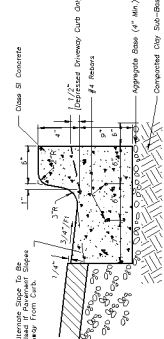
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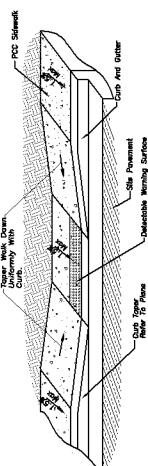
ACCESSIBLE PARKING



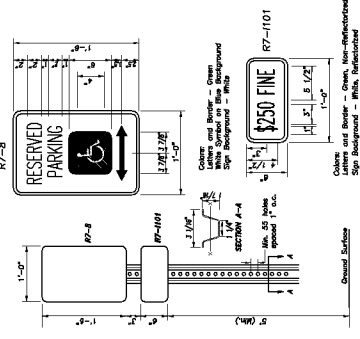
Left: old boiler - white, rust-encrusted
Sign background - green, faded
1. CRACKS SURFING



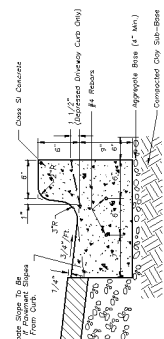
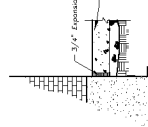
1. A "Expansion Joint Strap" (referred to as "Joint Strap") shall be installed on the expansion joint. The joint strap shall be made of a material having a tensile strength of not less than 15,000 lbs. and shall be of a size such that it will provide a minimum of 1" of expansion. The joint strap shall be installed in accordance with the following:



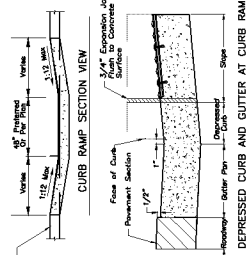
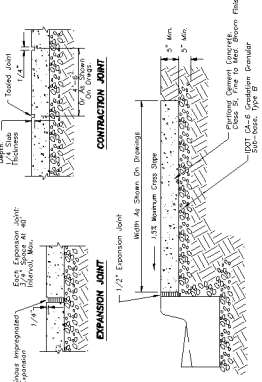
DEPRESSION ACCESSIBLE LANDING DETAIL



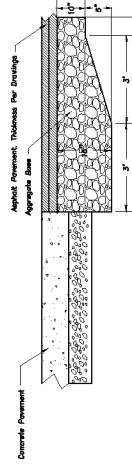
Notes: Dimensions shown for cross sections are minimum.
 All holes are 3/8" ø. Minimum section modulus about the x-y axis of the post shall be 0.095 in.³.
 For posts in which holes are punched or drilled for more than half their length, the section modulus shall be computed for the net section.
 3" - 8" Post Bury Depth.
 Post shall weigh 2.00 lb/ft length.

[illegible]

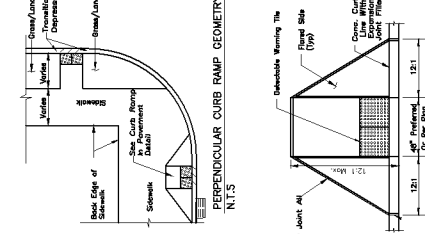
TALK ADJACENT TO BUILDING

[illegible]

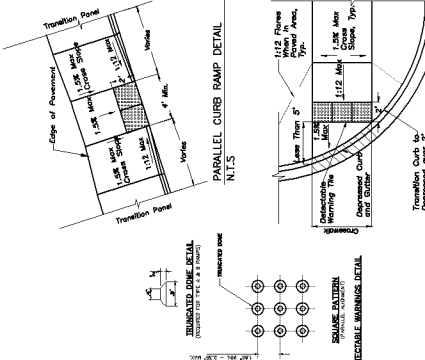
PORTLAND CEMENT CONC SIDEWALK



CONCRETE TO ASPHALT CHANGE OF PAVEMENT SECTION

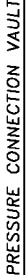
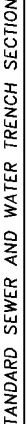
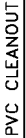
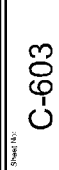


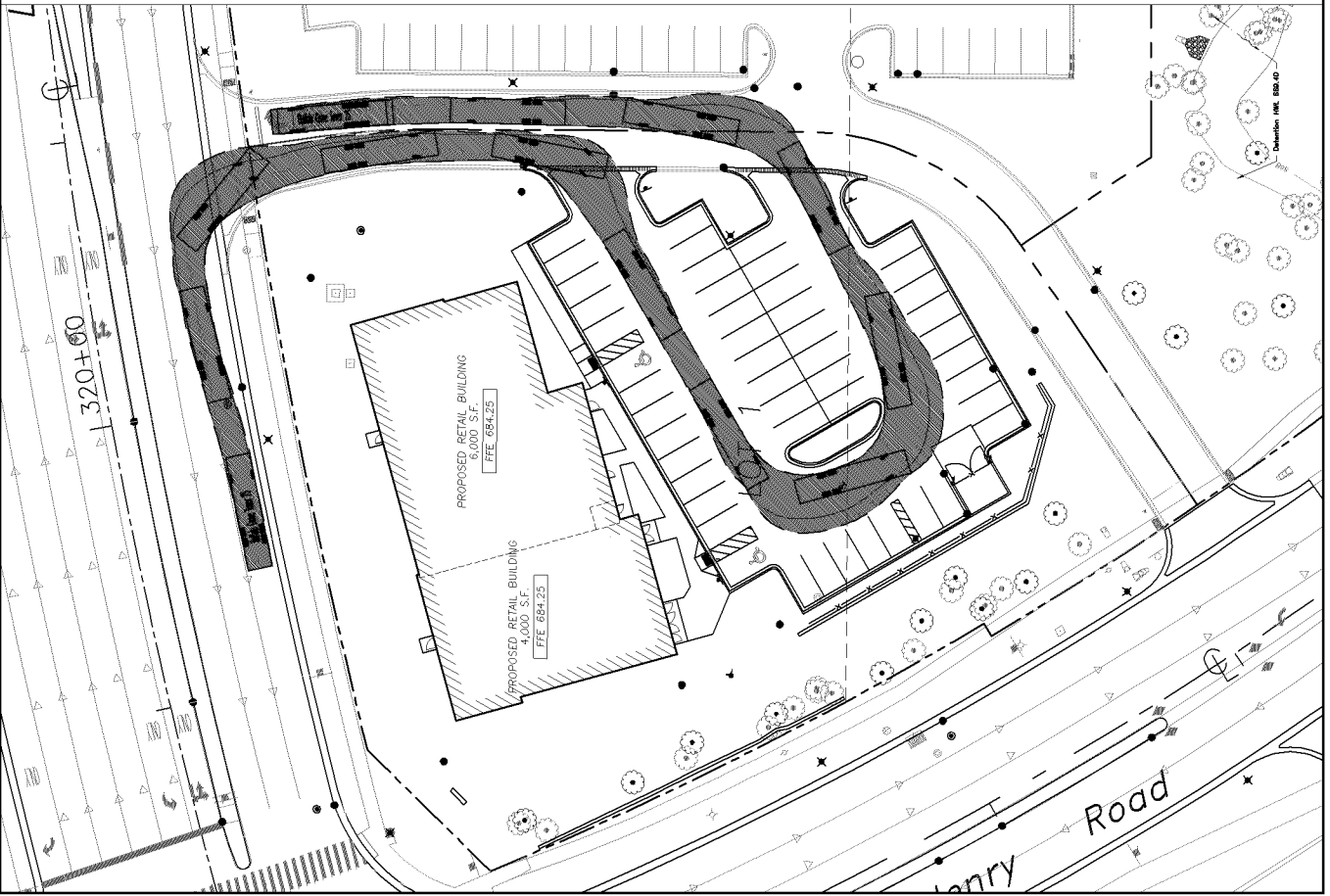
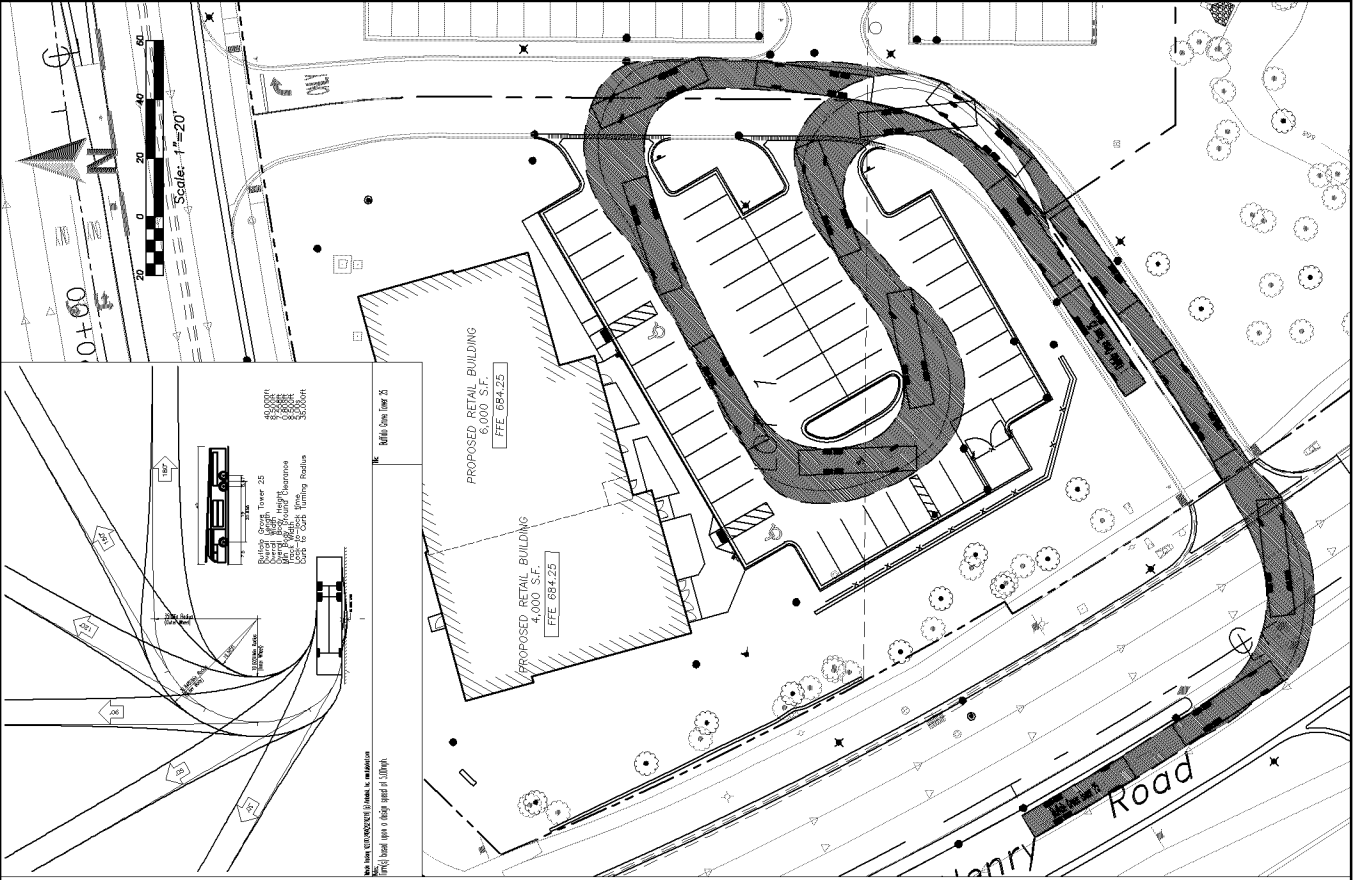
5



1000

ACCESSIBLE RAMPS FOR SIDEWALKS





ERIKSSON ENGINEERING ASSOCIATES, LTD.
145 COMMERCE DRIVE, SUITE A
EVANSTON, ILLINOIS 60201
PHONE: (708) 472-4000
FAX: (708) 472-4001
WWW.ERIKSSON-ENGINEERING.COM
LICENSE NO. 184-0003250
EXPIRES: 04/30/2025

GW McHenry BQ LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois

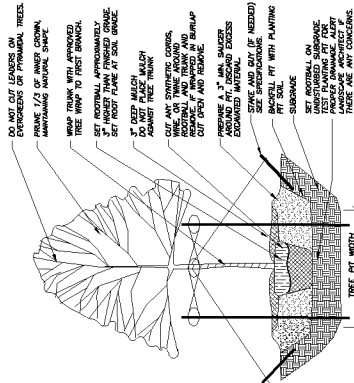
PLANNING DEPARTMENT
CITY OF BUFFALO GROVE
10000 N. RANDOLPH AVE.
BUFFALO GROVE, IL 60089
TEL: (708) 261-1000
WWW.BUFFALOGROVE.IL.GOV

No.	Date	Description
2022.03.01	2022.03.01	Project Overview
2022.03.01	2022.03.01	Project Overview
2022.03.01	2022.03.01	Project Overview
2022.03.01	2022.03.01	Project Overview
2022.03.01	2022.03.01	Project Overview
2022.03.01	2022.03.01	Project Overview
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2022.03.01	2022.03.01	Project Overview
2022.03.01	2022.03.01	Project Overview
2022.03.01	2022.03.01	Project Overview

Client	Project	City	County	State
GW McHenry BQ LLC	Buffalo Grove Multi-Tenant Building	Buffalo Grove	Illinois	Illinois

TURNING EXHIBIT TOWER 25

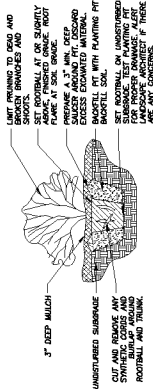
CX-001



1 TREE PLANTING DETAIL

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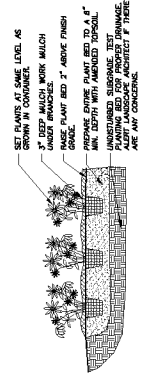
329342-01



2 SHRUB PLANTING DETAIL

Not To Scale

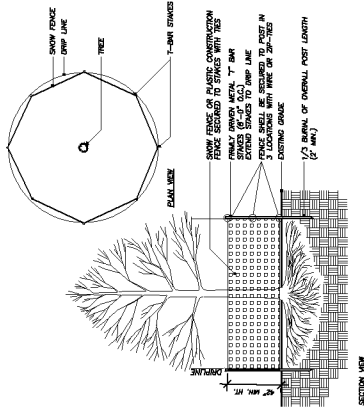
329342-01



3 ANNUAL PERENNIAL, & GROUNDCOVER DETAIL

Not To Scale

329381-03



4 TREE PROTECTION DETAIL

Not To Scale

329383-01



145 COMMERCE DRIVE, SUITE A
GARDEN CITY, IL 60130
TEL: 847.224-4833
FAX: 847.224-4833
WWW.ERIKSSON-ENGINEERING.COM
E-MAIL: INFO@EER-AD.COM
LICENSE NO. 154-0032323
EXPIRES 04-30-2023

GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois

Reserved for Seal

Expiration Date

No.	Date	Description
2022.05.18	Owner	Owner
2022.05.18	Program	Program
2022.05.18	Design	Design
2022.05.18	Submittal	Submittal
2022.05.18	Submittal	Submittal
2022.05.18	Submittal	Submittal

Project No.	2022.05.05
Project Name	2022.05.05
Project Location	2022.05.05
Project Date	2022.05.05

LANDSCAPE
DETAILS

Sheet No.

L-200



ERIKSSON
ENGINEERING
ASSOCIATES, LTD.

COMMERCE DRIVE, SUITE 200
MAYSLAKE, ILLINOIS 60057
PHONE (847) 223-4804
FAX (847) 223-4854

GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois

Reserved for Seal:

Evaluation Date:

No.	Date	Description
	2022.05.18	Owner Review
	2022.06.21	Progress Drawing
	2022.06.30	Wlogge Submittal
	2022.07.28	Wlogge Submittal
	2022.08.04	Zoning Review

2. EMPASSON QUINCY/NOTED ASSOCIATES, L.P., 2022
ONE PAUL A. JONES JR. THE PROPERTY OF EMPASSON QUINCY/NOTED ASSOCIATES, L.P.
NO REPRESENTATION OF ANY PART OF THE JONES JR. AND IS RELATED ABOUT THE JONES
COUNCIL OF (JONES/NOTED ASSOCIATES) SPECIALTY, L.P.

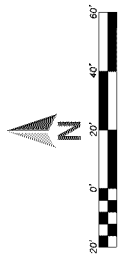
Design By:	SSG	Date:	2022.05.05
Approved By:	PD	Project No.	

Sheet Title: LANDSCAPE

PLAN

Sheet No.: 100

001-7



PIANT SCHEDULE

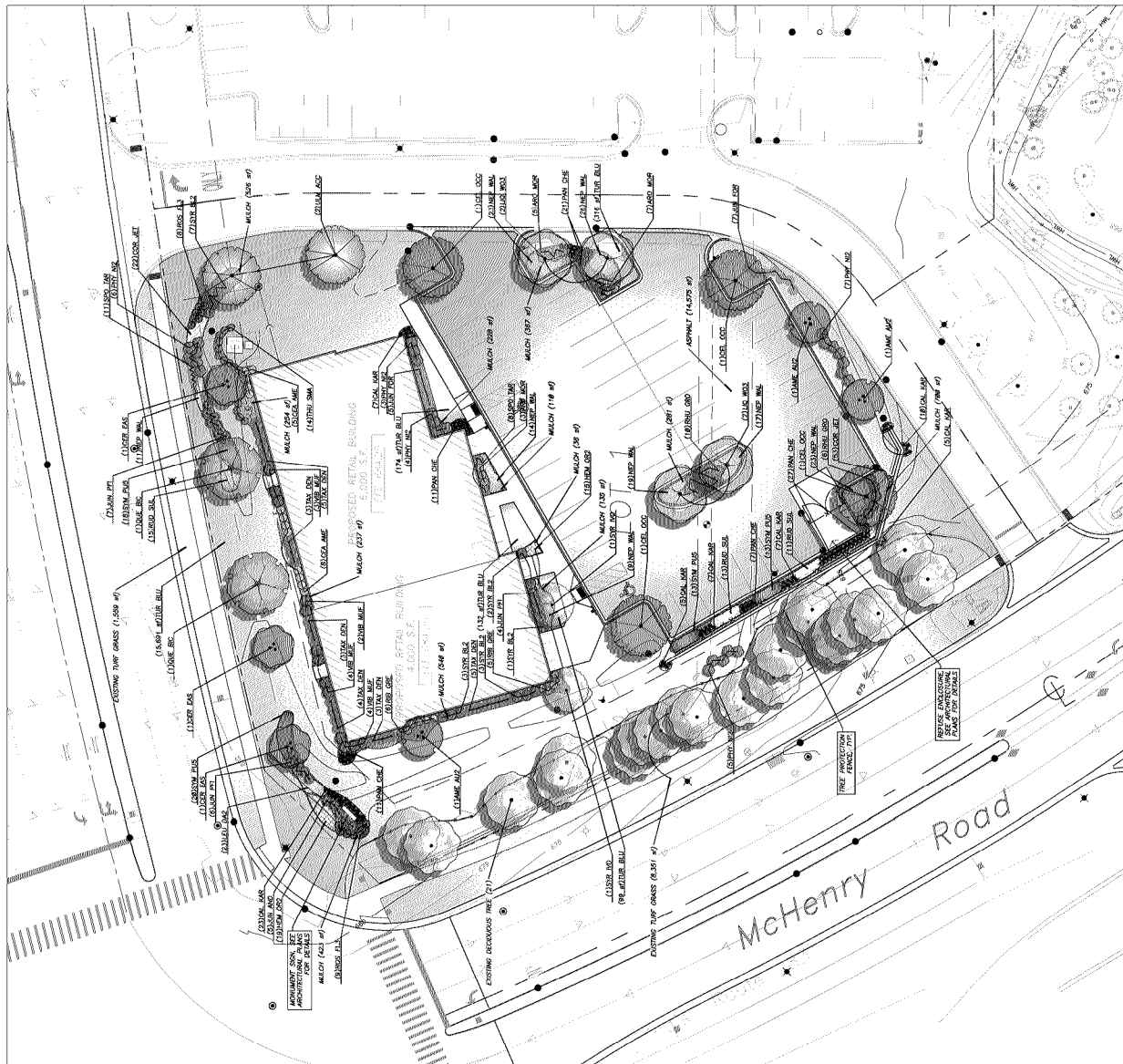
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SITE MATERIALS SCHEDULE

	21
EXISTING DECIDUOUS TREE	
MULCH	3,437 SF
EXISTING TURF GRASS	2,910 SF
ASPHALT	14,575 SF

LANDSCAPE NOTES:

- [illegible]





BRAND BOOK

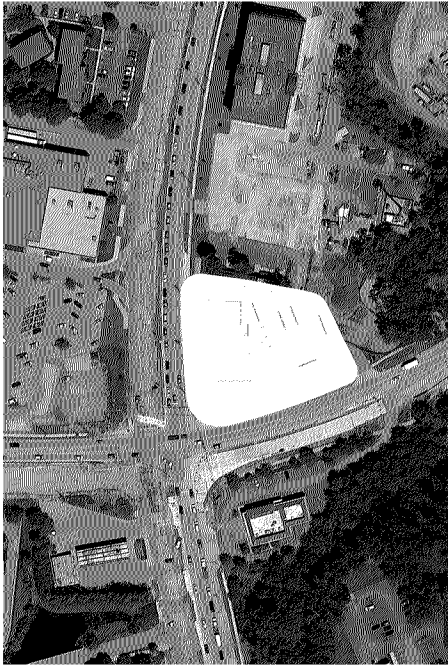
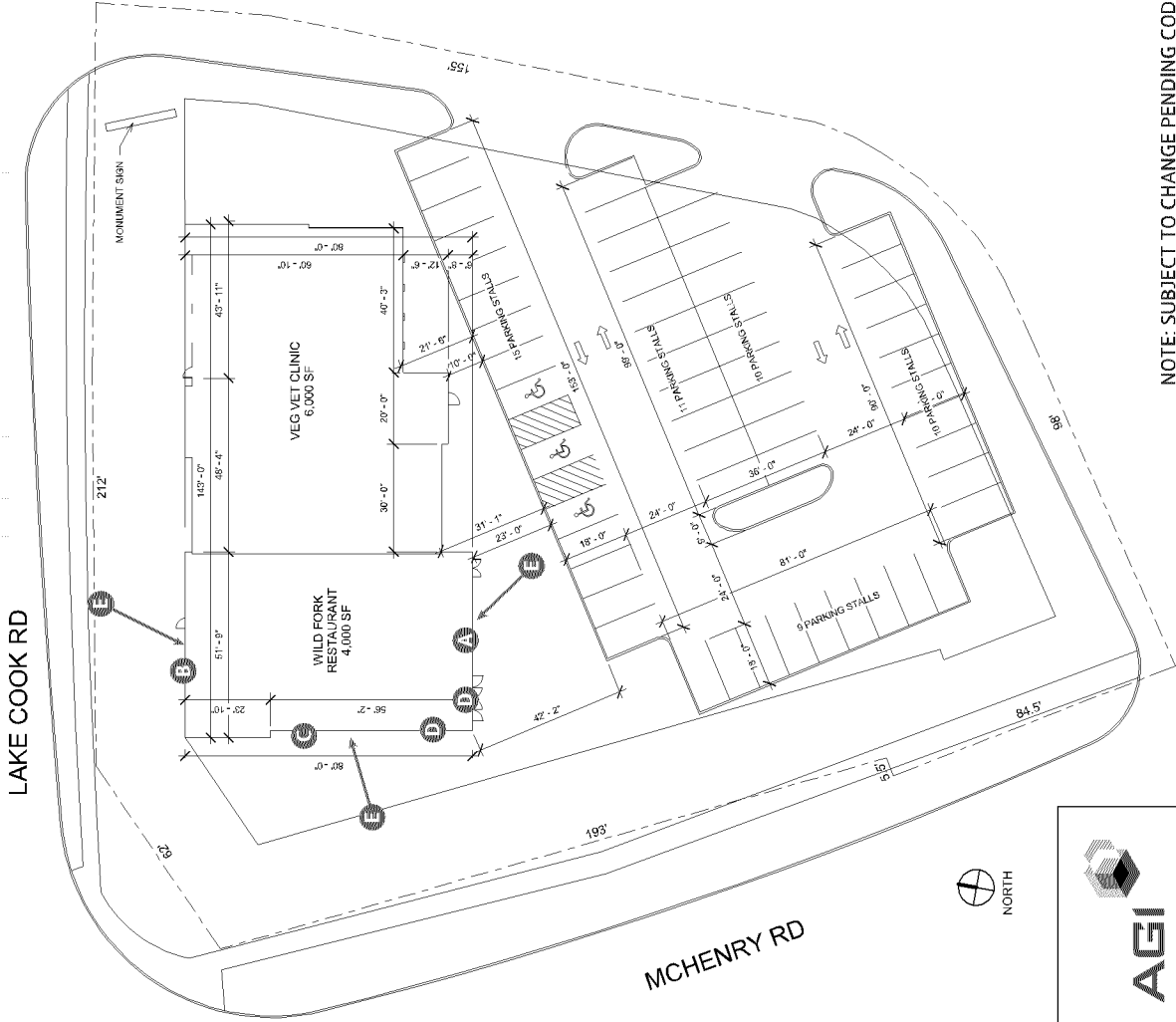
Wild Fork™

MEAT & SEAFOOD MARKET

Southeast Corner of McHenry Rd & Lake Cook Rd
Buffalo Grove, IL 60089
08/09/22

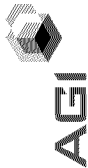
SITE PLAN

QTY		SIGN CODE	DESCRIPTION	SIGN TYPE	8.H.c
A	1	WFF-CL-LO-H-30-FCW	30" Letterset - Logo Only - Horizontal - Full Color White	Wall Sign	40.46
B	1	WFF-CL-LO-H-30-SW	30" Letterset - Logo Only - Horizontal - Solid White	Wall Signs	40.46
C	1	WFF-CL-LO-H-30-FCW	30" Letterset - Logo Only - Horizontal - Full Color White	Wall Sign	40.46
D	2	WFF-IFS-72-SW	6' ICONIC FLAME SIGNATURE - FACELIT - Solid White	Wall Sign	72.00
E	3	WFF-PL-CCC-6-W	Canopy Signs	Canopy Signs	53.88
Total					247.26



DESIGNER: J. W.

Wild Fork™

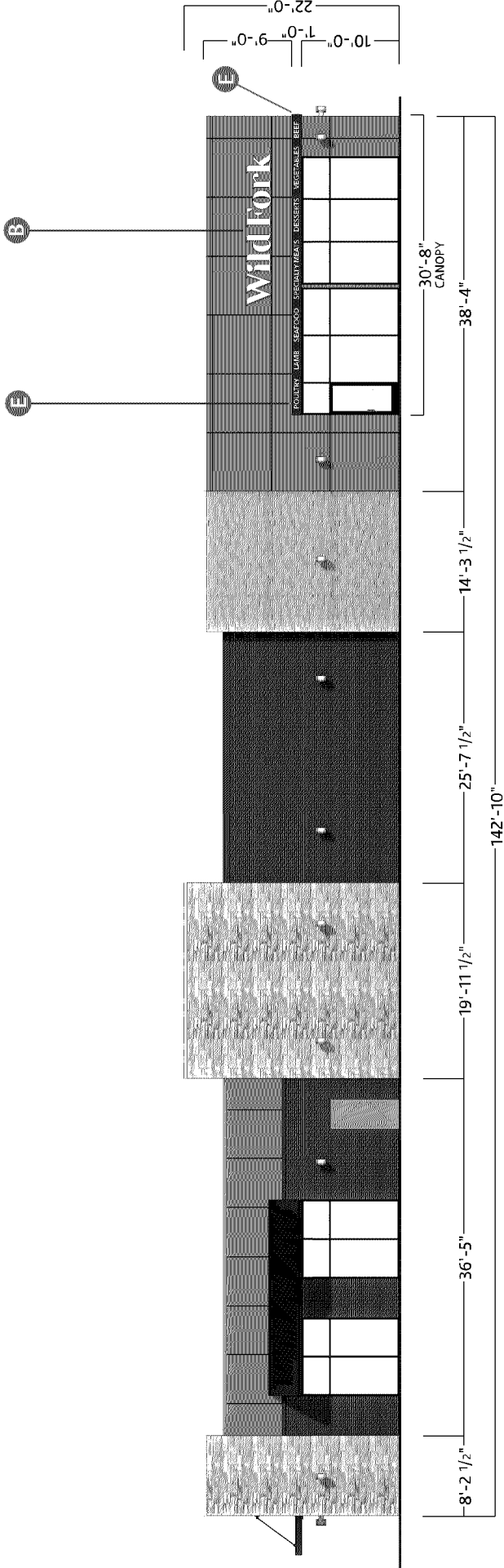


NOTE: SUBJECT TO CHANGE PENDING CODE REVIEW.

SCALE: N.T.S.

ELEVATION

QTY		SIGN CODE	DESCRIPTION	SIGN TYPE	8.H.C
B	1	WFF-CL-LO-H-30-SW	30" Letterset - Logo Only - Horizontal - Solid White	Wall Signs	40.46
E	1	WFF-PL-CCC-6-W	Canopy Signs	Canopy Signs	11.89
Total					52.35



REAR (NORTH) ELEVATION

Attachment: Exhibit B. Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance

DESIGNER: J. W.

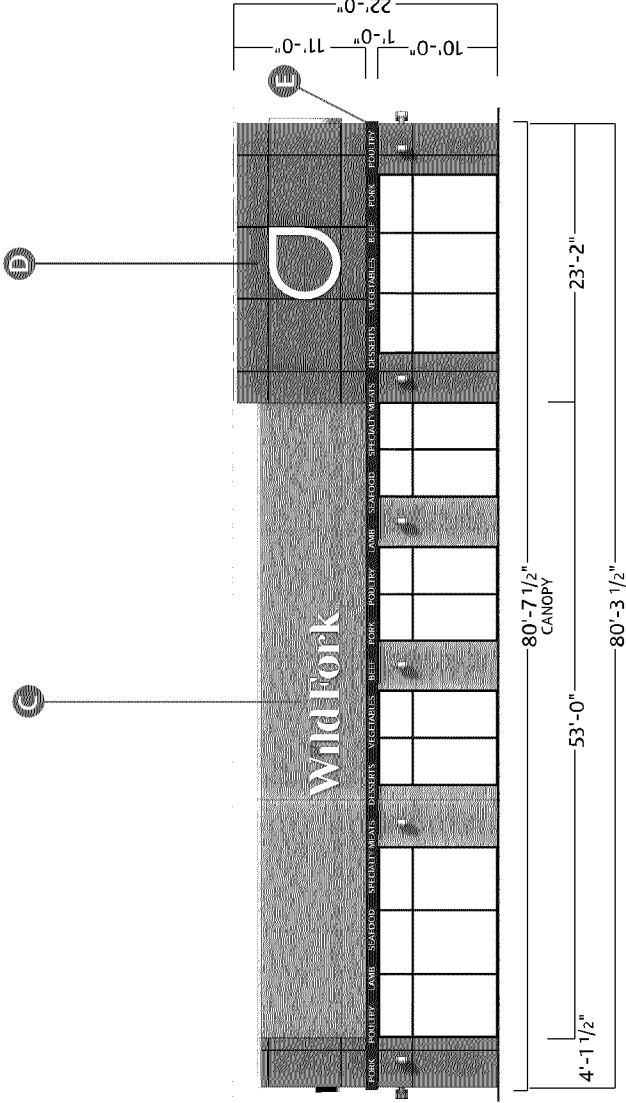


NOTE: RENDERING IS FOR VIEWING PURPOSED TO DETERMINE GENERAL POSITIONING.
PERSPECTIVE RENDERING CANNOT ACCURATELY BE PUT TO SCALE

SCALE: 1/16" = 1'

ELEVATION

QTY		SIGN CODE	DESCRIPTION	SIGN TYPE	8.H.c
C	1	WFF-CL-LO-H-30-FCW	30" Letterset - Logo Only - Horizontal - Full Color White	Wall Sign	40.46
	1	WFF-IFS-72-SW	6' ICONIC FLAME SIGNATURE - FACELIT - Solid White	Wall Sign	36.00
	1	WFF-PL-CCC-6-W	Canopy Signs	Canopy Signs	28.20
Total					104.66



SIDE (WEST) ELEVATION

DESIGNER: J. W.

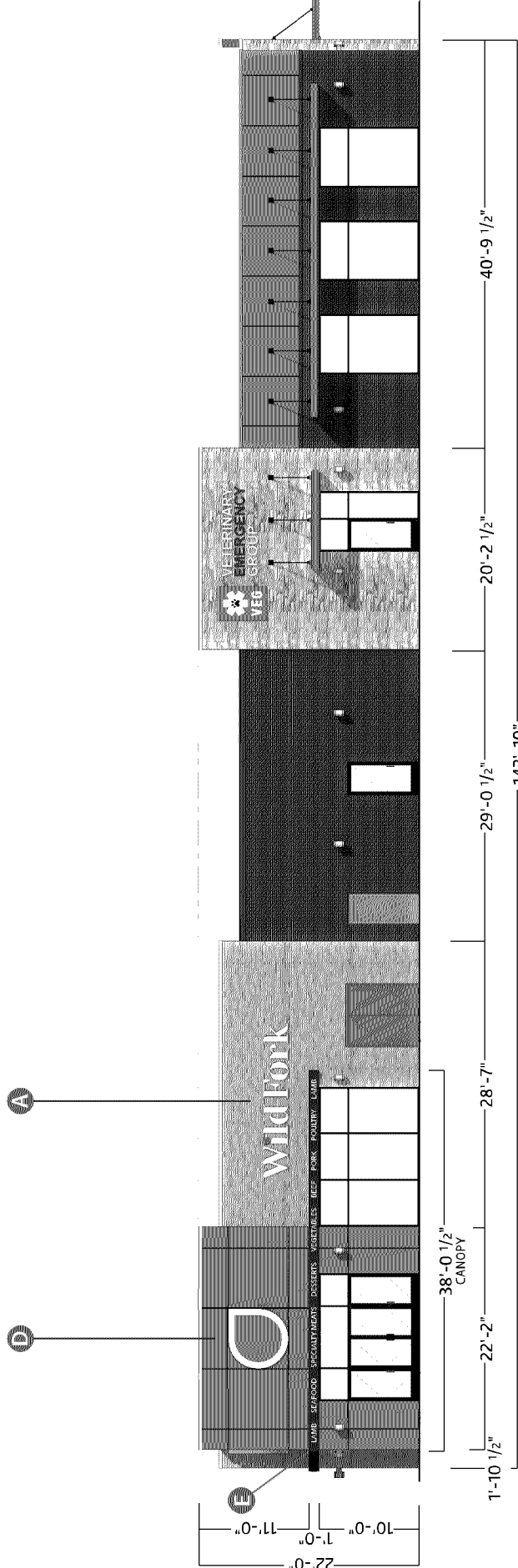


NOTE: RENDERING IS FOR VIEWING PURPOSED TO DETERMINE GENERAL POSITIONING.
PERSPECTIVE RENDERING CANNOT ACCURATELY BE PUT TO SCALE

SCALE: 1/16" = 1'

ELEVATION

QTY		SIGN CODE	DESCRIPTION	SIGN TYPE	8.H.c
A	1	WFF-CL-LO-H-30-FCW	30" Letterset - Logo Only - Horizontal - Full Color White	Wall Sign	40.46
	1	WFF-IFS-72-SW	6' ICONIC FLAME SIGNATURE - FACELIT - Solid White	Wall Sign	36.00
	1	WFF-PL-CCC-6-W	Canopy Signs	Canopy Signs	13.79
Total					90.25



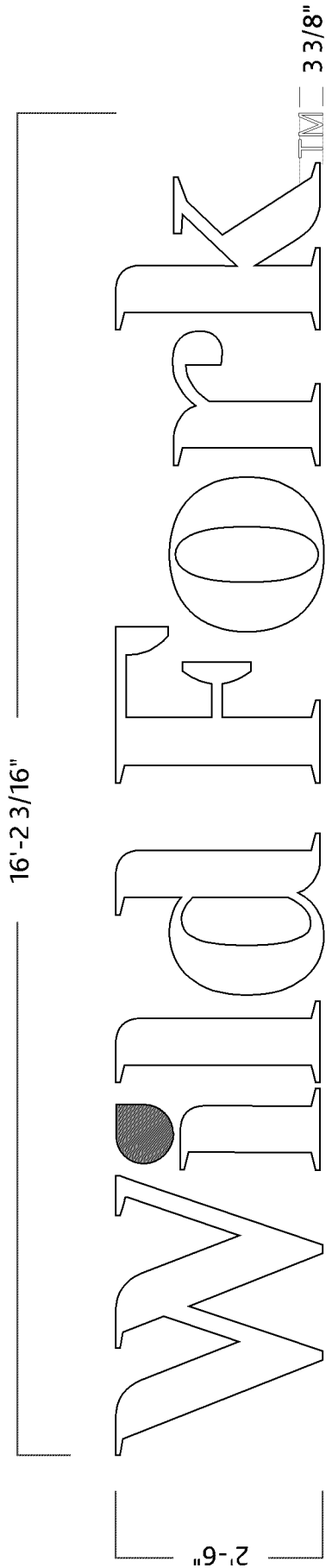
FRONT (SOUTH) ELEVATION

DESIGNER: J. W.



NOTE: RENDERING IS FOR VIEWING PURPOSED TO DETERMINE GENERAL POSITIONING.
PERSPECTIVE RENDERING CANNOT ACCURATELY BE PUT TO SCALE

SCALE: 1/16" = 1'



FRONT ELEVATION

SCALE: 1/2"=1'



SIDE VIEW

SCALE: NTS

40.46
Square Footage

	
PMS: 7597-C RGB: 209, 65, 36 HEX: #D14124 CMYK: 0, 85, 95, 2	PMS: BLACK 7-C RGB: 61, 57, 53 HEX: #3D3935 CMYK: 63, 60, 64, 65

DESIGNER: J. W.

16'-2 3/16"

Wild Fork™ 3 3/8"

FRONT ELEVATION

SCALE: 1/2"=1'



SIDE VIEW

SCALE: NTS

40.46

Square Footage

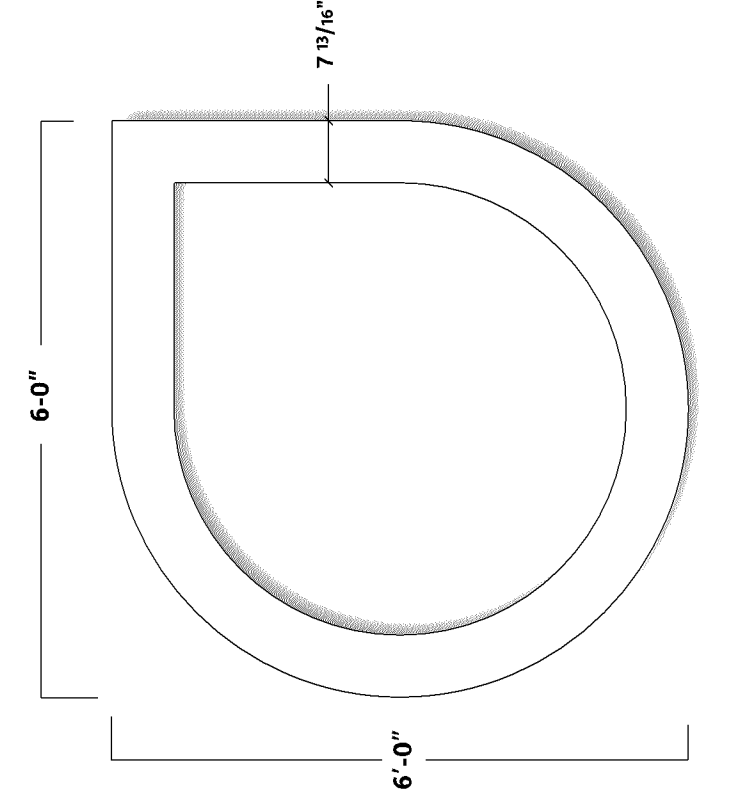
	
PMS: 7597-C RGB: 209, 65, 36 HEX: #D14124 CMYK: 0, 85, 95, 2	PMS: BLACK 7-C RGB: 61, 57, 53 HEX: #3D3935 CMYK: 63, 60, 64, 65

DESIGNER: J. W.

Wild Fork™

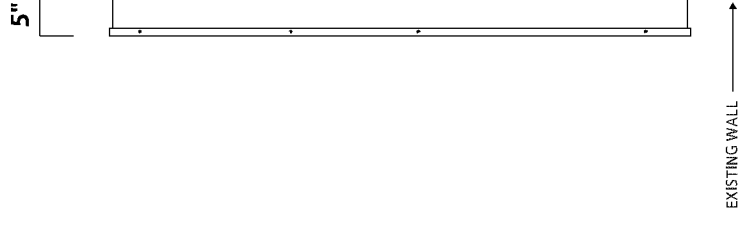


6' ICONIC FLAME SIGNATURE - FACELIT - CHANNEL CONSTRUCTION - SOLID WHITE
FLUSH MOUNTS TO WALL SURFACE.



FRONT ELEVATION

SCALE: NTS



SIDE VIEW

SCALE: NTS

36.0

Square Footage



REAR (NORTH) ELEVATION

1'-4 1/8"



SIDE (WEST) ELEVATION

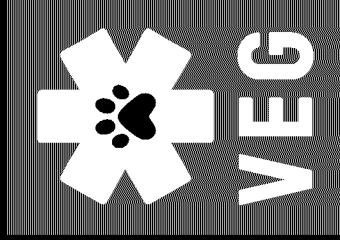
1'-1"



FRONT (SOUTH) ELEVATION

SCALE: 1/8" = 1'



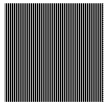


**VETERINARY
EMERGENCY
GROUP**

PERMANENT SIGNAGE

SE Corner of Lake Cook Rd. & McHenry Rd.
Buffalo Grove, IL 60089

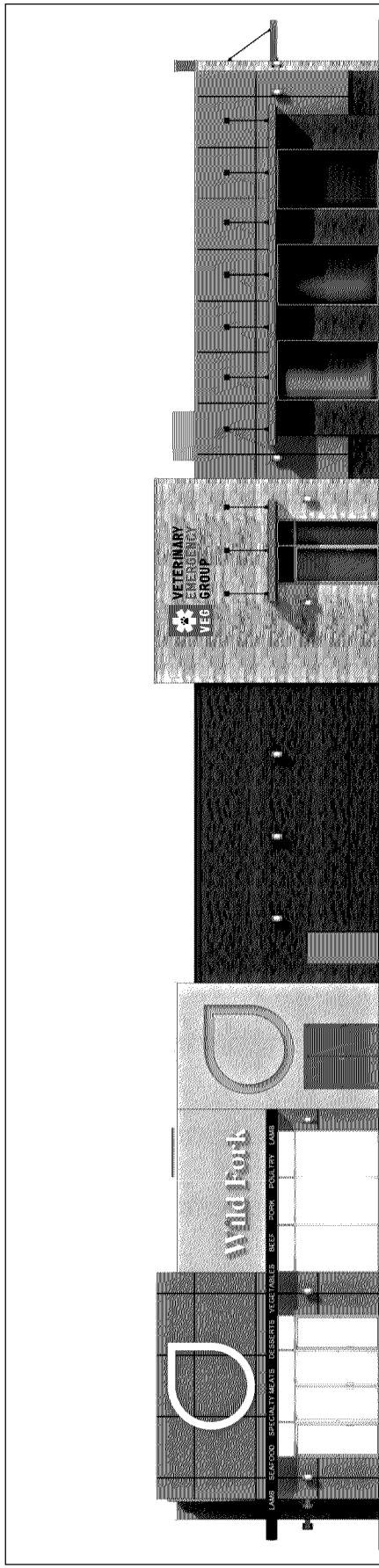
PROPOSED STOREFRONT



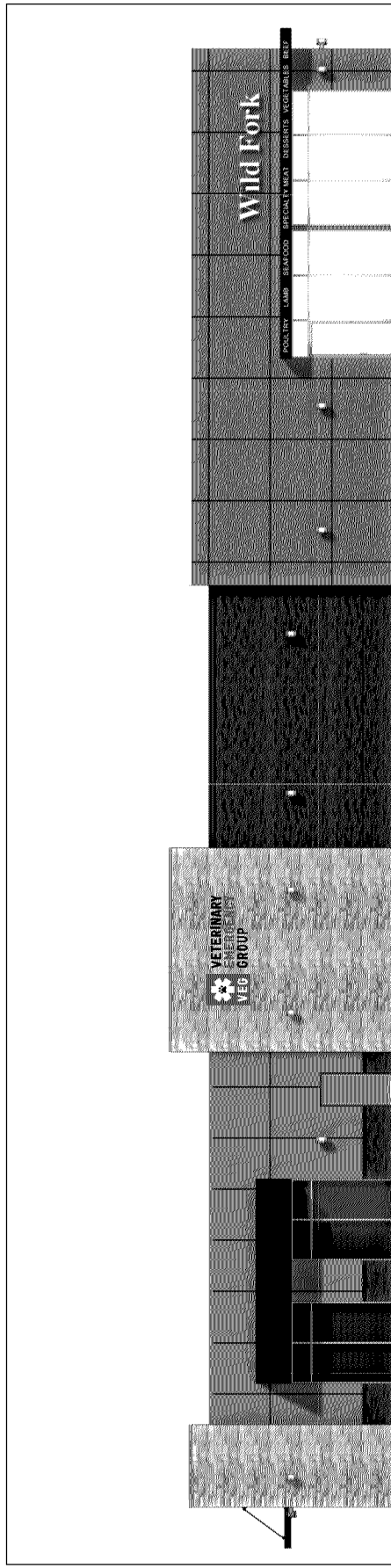
PROPOSED STOREFRONT RENDERING

8.H.c

FRONT (SOUTH ELEVATION)

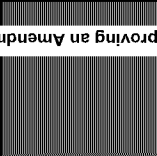


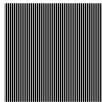
BACK (NORTH ELEVATION)



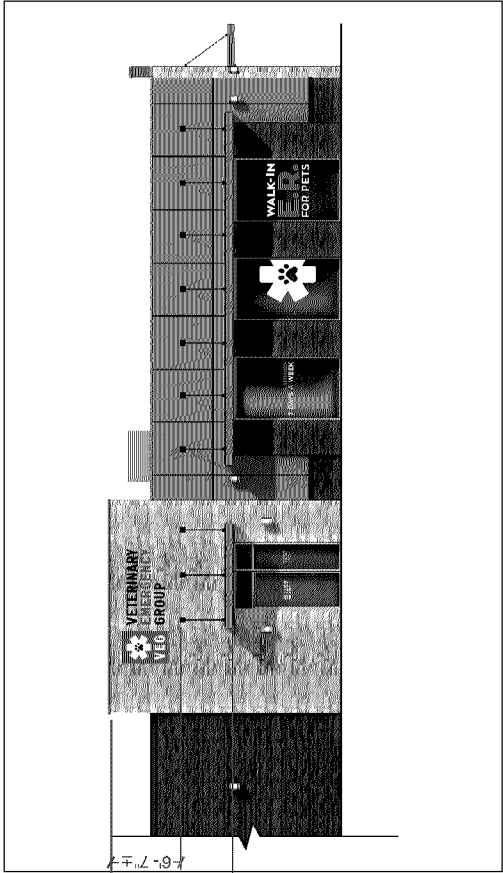
Scale: 3/32" = 1'-0"

STOREFRONT LOGO





STACKED LOGO - Storefront (South Elevation)



SIGNAGE & BUILDING CODE INFO

Signage Code Allowance: NTE 33% of storefront frontage

- Signage Code permits:

CATEGORY 1*

- Business has no roof sign on the same premises, 33% of the wall sign background may be used for copy of an enclosed sign.

CATEGORY 2*

- Business has its own ground sign, but no roof sign, 20% of the wall sign background may be used for copy of an enclosed sign.

* Corner units may be allowed a 2nd sign - 2nd sign cannot be larger than the wall sign located over their primary entrance.

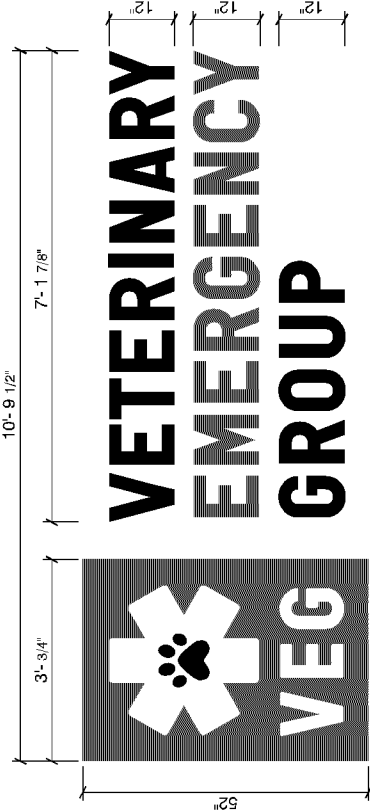
- Building Frontage: 64' - 1 1/2" ±

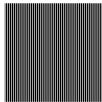
- Building Signage Area: 11' - 0" H x 20' - 0" W

- Type of Signage: One (1) set of stacked RM face-lit channel letters

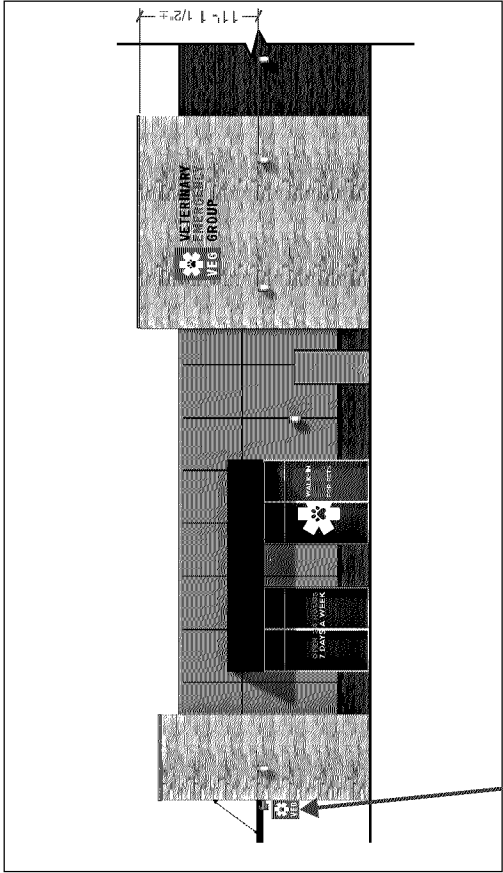
- Window Graphic Allowance: The total gross sign area of all window signs shall not exceed 40% of window surface area.

OVERALL DIMENSIONS: 52" H x 10' - 9 1/2" W
TOTAL SQ FT: 46.76 (21.25%)





STACKED LOGO - Back (North Elevation)



Note:
Blade sign size & color TBD.
Subject to Landlord & municipal review.
Not to Scale.

SIGNAGE & BUILDING CODE INFO

Signage Code Allowance: NTE 33% of storefront frontage

- Signage Code permits:

CATEGORY 1*

- Business has no roof sign on the same premises, 33% of the wall sign background may be used for copy of an enclosed sign.

CATEGORY 2*

- Business has its own ground sign, but no roof sign, 20% of the wall sign background may be used for copy of an enclosed sign.

* Corner units may be allowed a 2nd sign - 2nd sign cannot be larger than the wall sign located over their primary entrance.

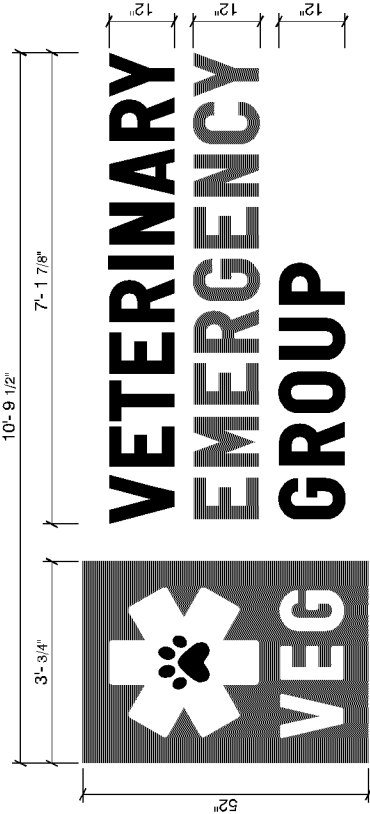
- Building Frontage: 64' - 1 1/2" ±

- Building Signage Area: 11' - 0" H x 20' - 0" W

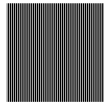
- Type of Signage: One (1) set of stacked RM face-lit channel letters

- Window Graphic Allowance: The total gross sign area of all window signs shall not exceed 40% of window surface area.

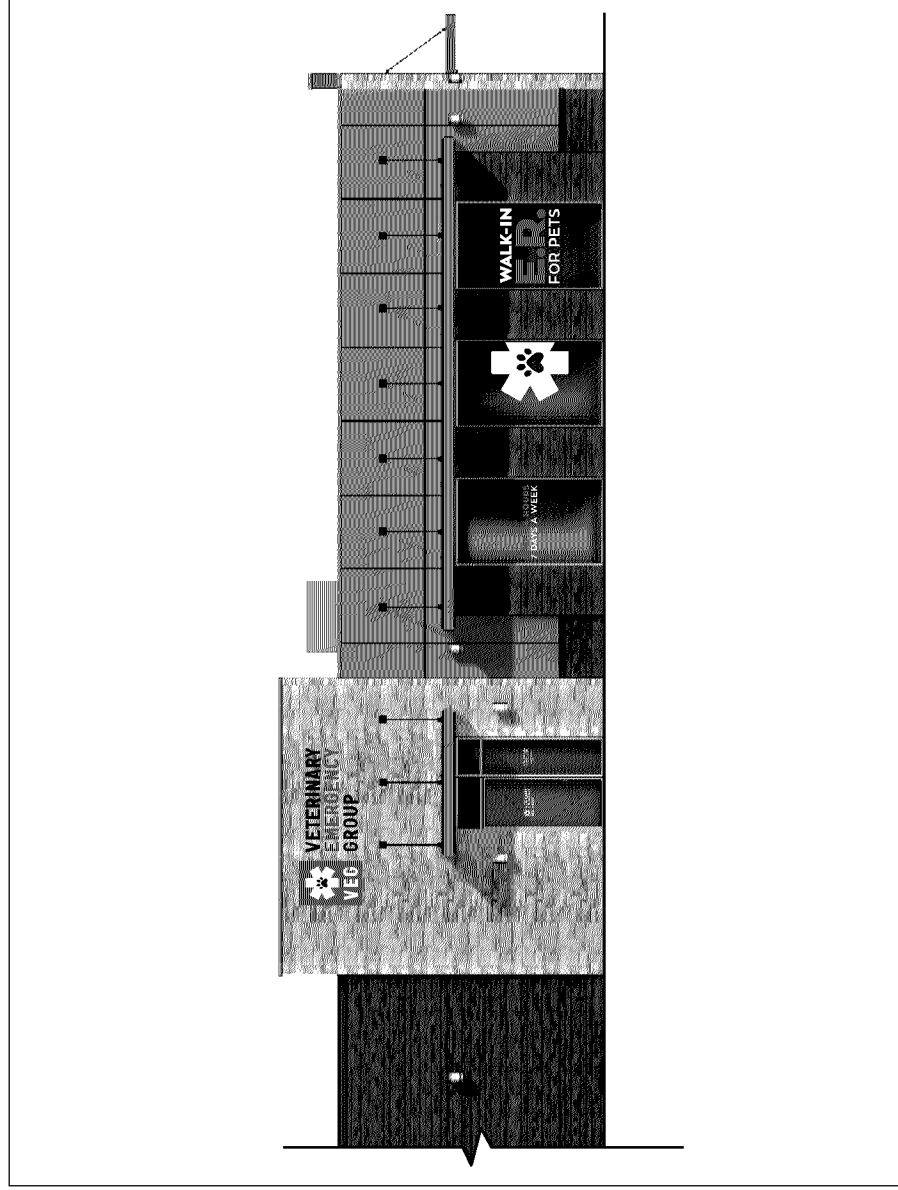
OVERALL DIMENSIONS: 52" H x 10' - 9 1/2" W
TOTAL SQ FT: 46.76 (21.25%)



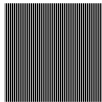
DOOR & WINDOW GRAPHICS



PERMANENT DOOR & WINDOW GRAPHICS | RENDERING

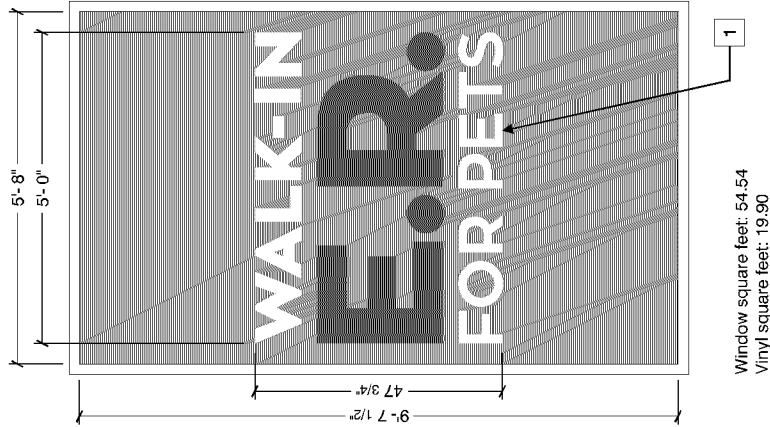
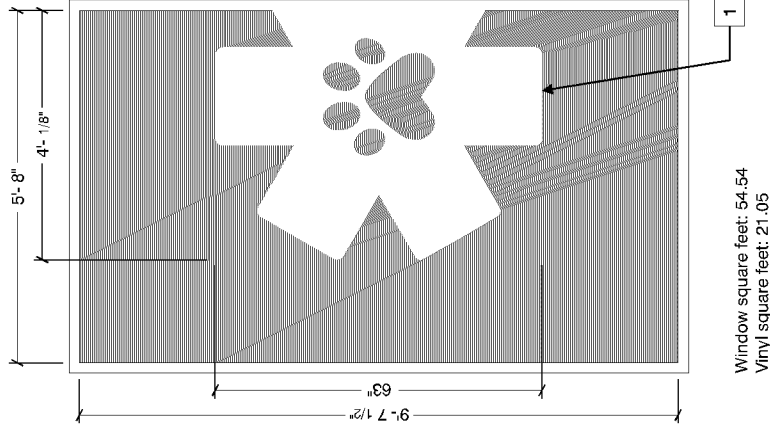
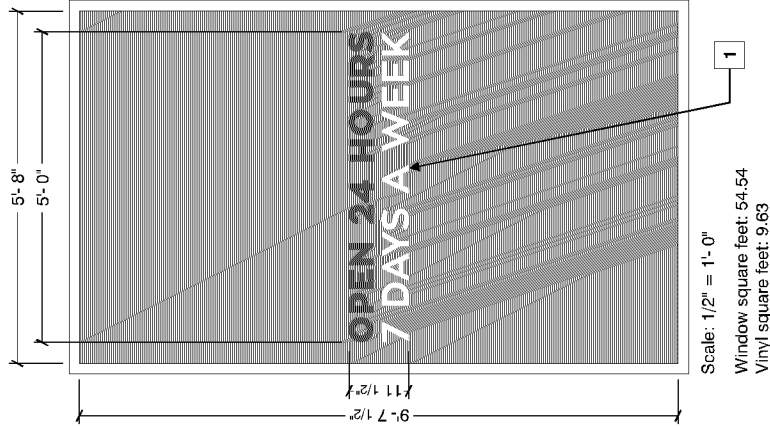
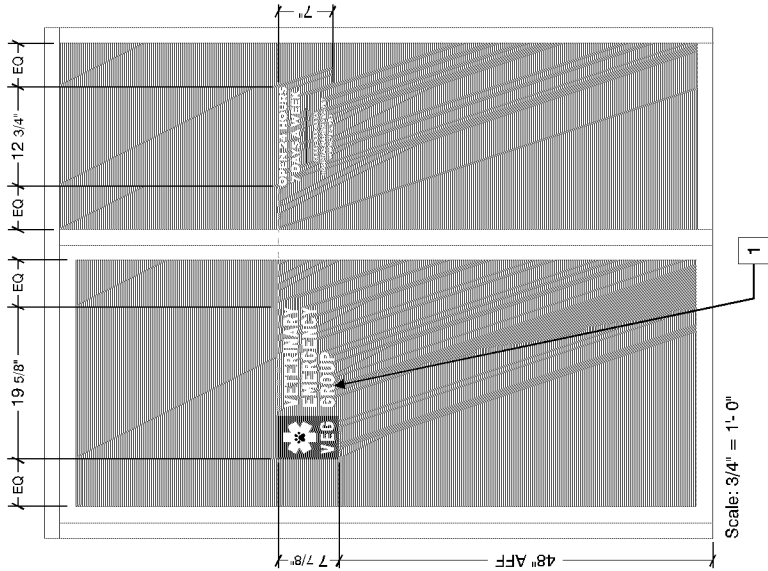


STOREFRONT (SOUTH ELEVATION) | PERMITTED NTE 40% OF WINDOW SURFACE AREA



PERMANENT DOOR & WINDOW GRAPHICS | ART

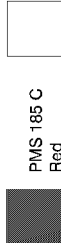
8.H.c



Vinyl

1 Digitally printed vinyl graphic applied first surface.

Colors to match



White

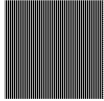
STOREFRONT (SOUTH ELEVATION) | PERMITTED NTE 40% OF WINDOW SURFACE AREA

*All dimensions to be field verified before production

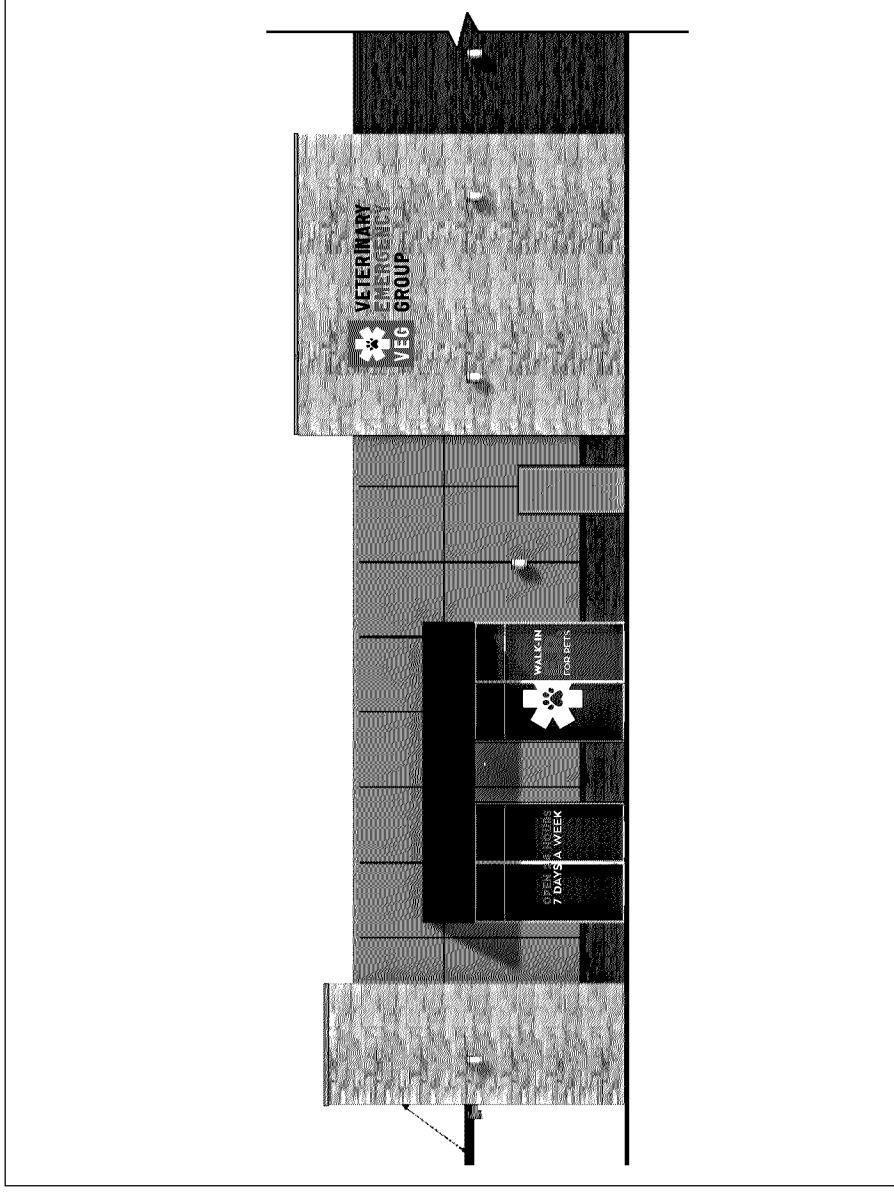
21.1400-2.2 | VEG - Buffalo Grove, IL | 11

Packet Pg. 115

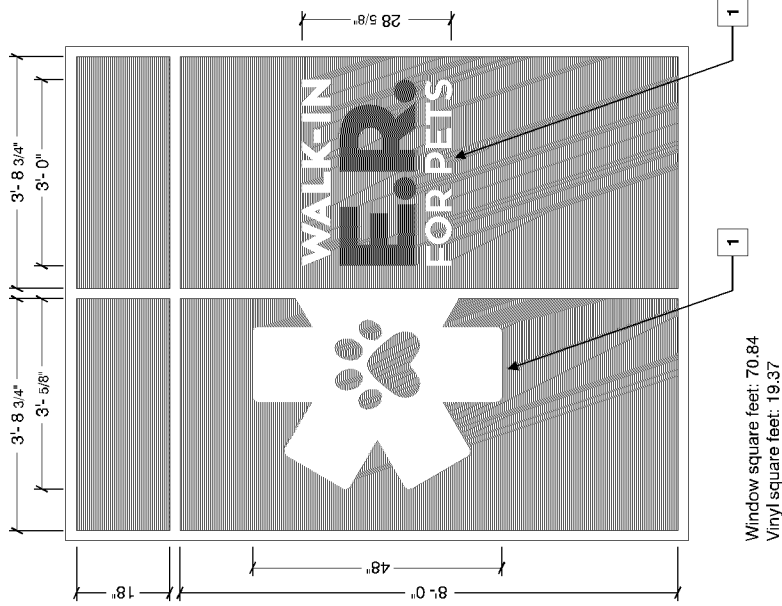
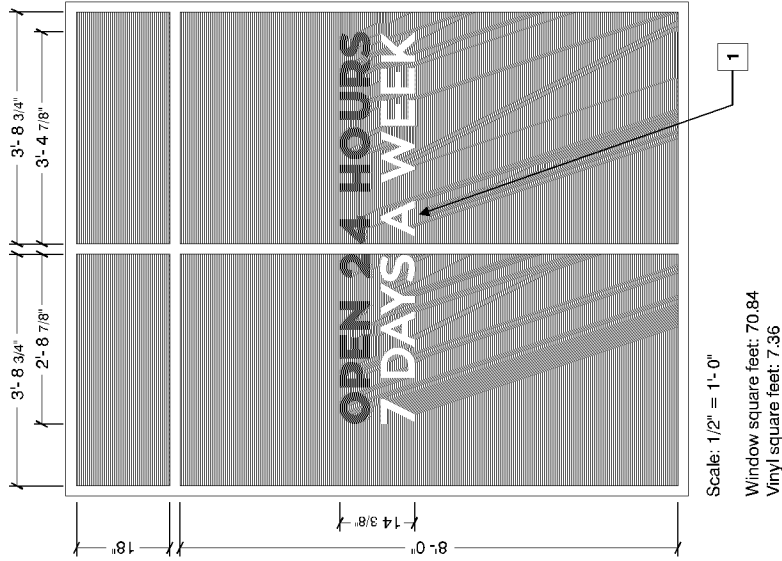
Attachment: Exhibit B, Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance No. 2019-042 41 S. McHenry Rd)



PERMANENT WINDOW GRAPHICS | RENDERING



STOREFRONT (NORTH ELEVATION) | PERMITTED NTE 40% OF WINDOW SURFACE AREA



Vinyl

- 1 Digitally printed vinyl graphic applied first surface.

Colors to match

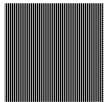


PMS 185 C
Red

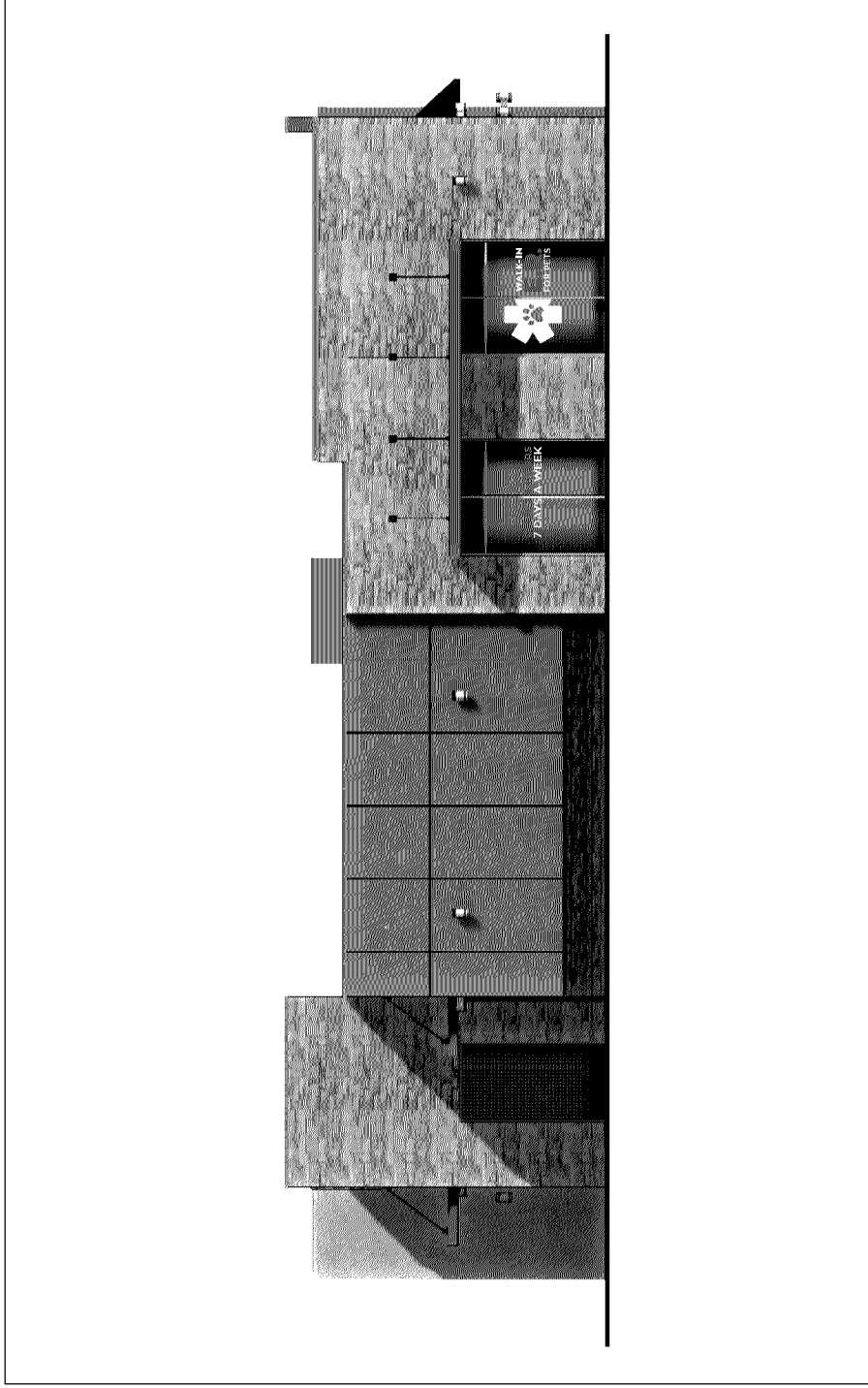
White

STOREFRONT (NORTH ELEVATION) | PERMITTED NTE 40% OF WINDOW SURFACE AREA

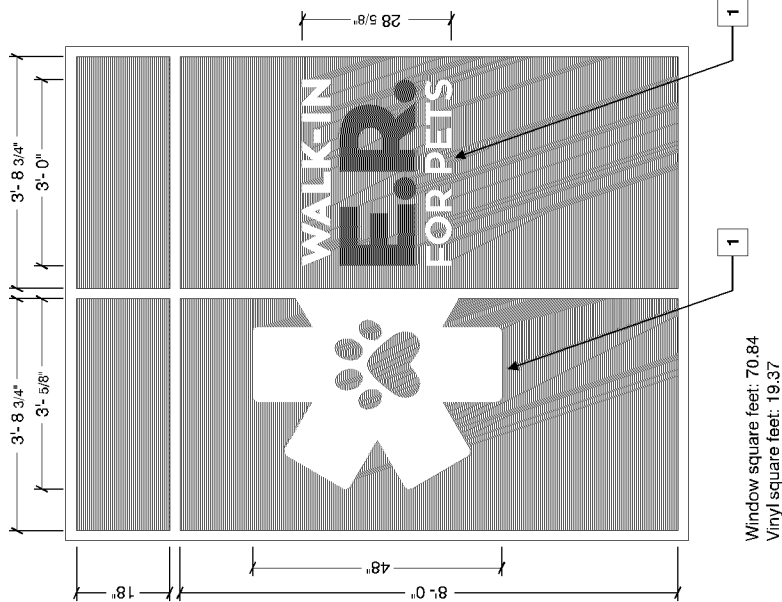
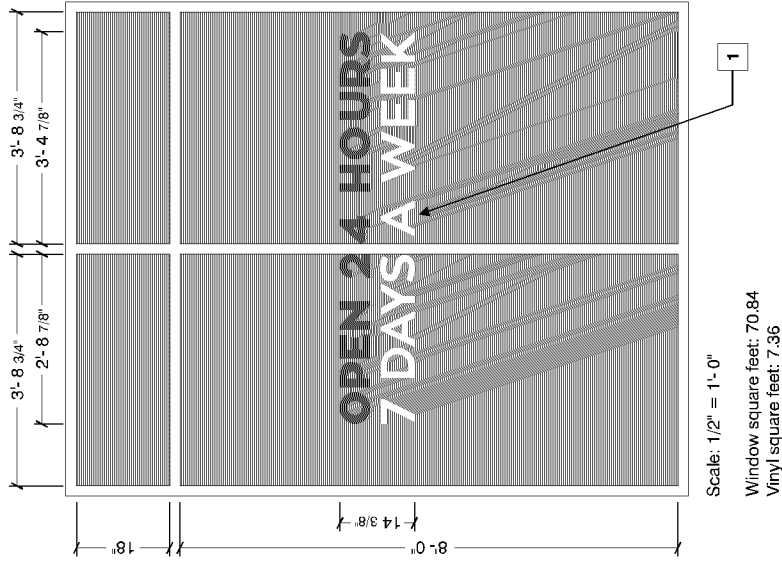
*All dimensions to be field verified before production.



PERMANENT WINDOW GRAPHICS | RENDERING



STOREFRONT (EAST ELEVATION) | PERMITTED NTE 40% OF WINDOW SURFACE AREA



Vinyl

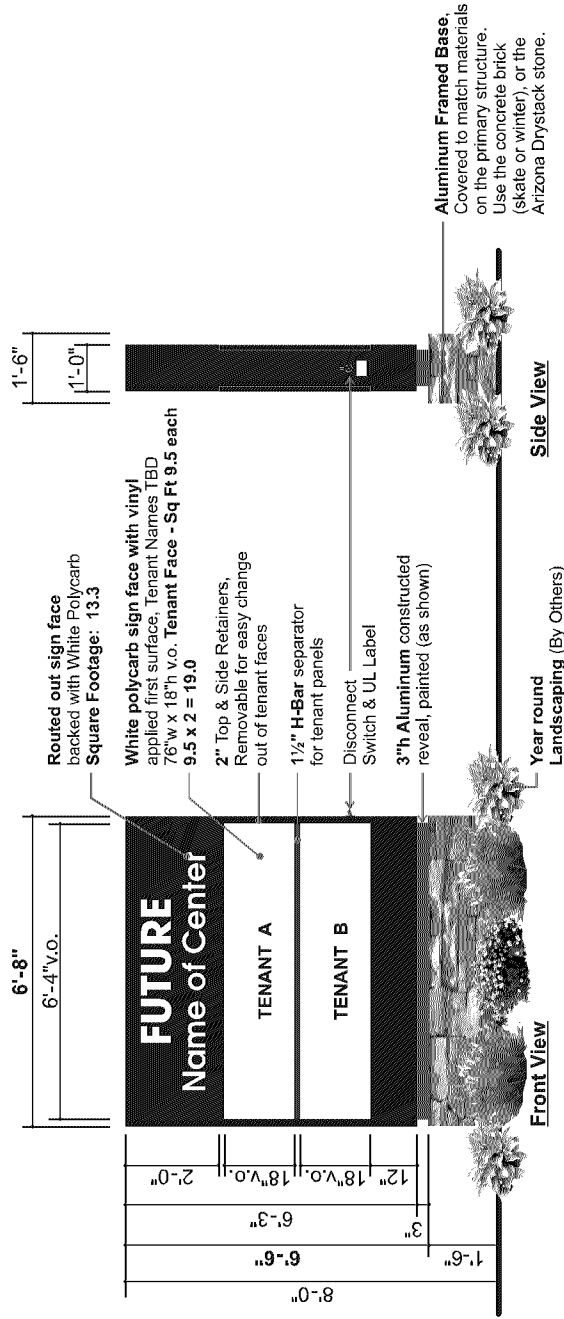
- 1 Digitally printed vinyl graphic applied first surface.

Colors to match

	PMS 185 C
	Red
	White

STOREFRONT (EAST ELEVATION) | PERMITTED NTE 40% OF WINDOW SURFACE AREA

*All dimensions to be field verified before production.



S/F Illuminated Multi-Tenant Monument #1 -

Scale 3/8" = 1'-0"
Qty: (1) Required
Square Footage: 32.3
Aluminum constructed sign frame with white polycarb sign faces. Removable retainers for easy change out of tenant faces. Sign to illuminated using White LED Modules. Sign to have aluminum base to match new development. Electrical service to be brought top sign sites (By Others). Drawing for concept purposes only.



CHICAGO, IL 60614
Country Road W17
Buffalo Grove, IL 60089

account representative
ROBBY WHITEHEAD

drawn by
PAMELA F

job#: 22-9067

03-25-22

rev.# 08-01-22

Comments:

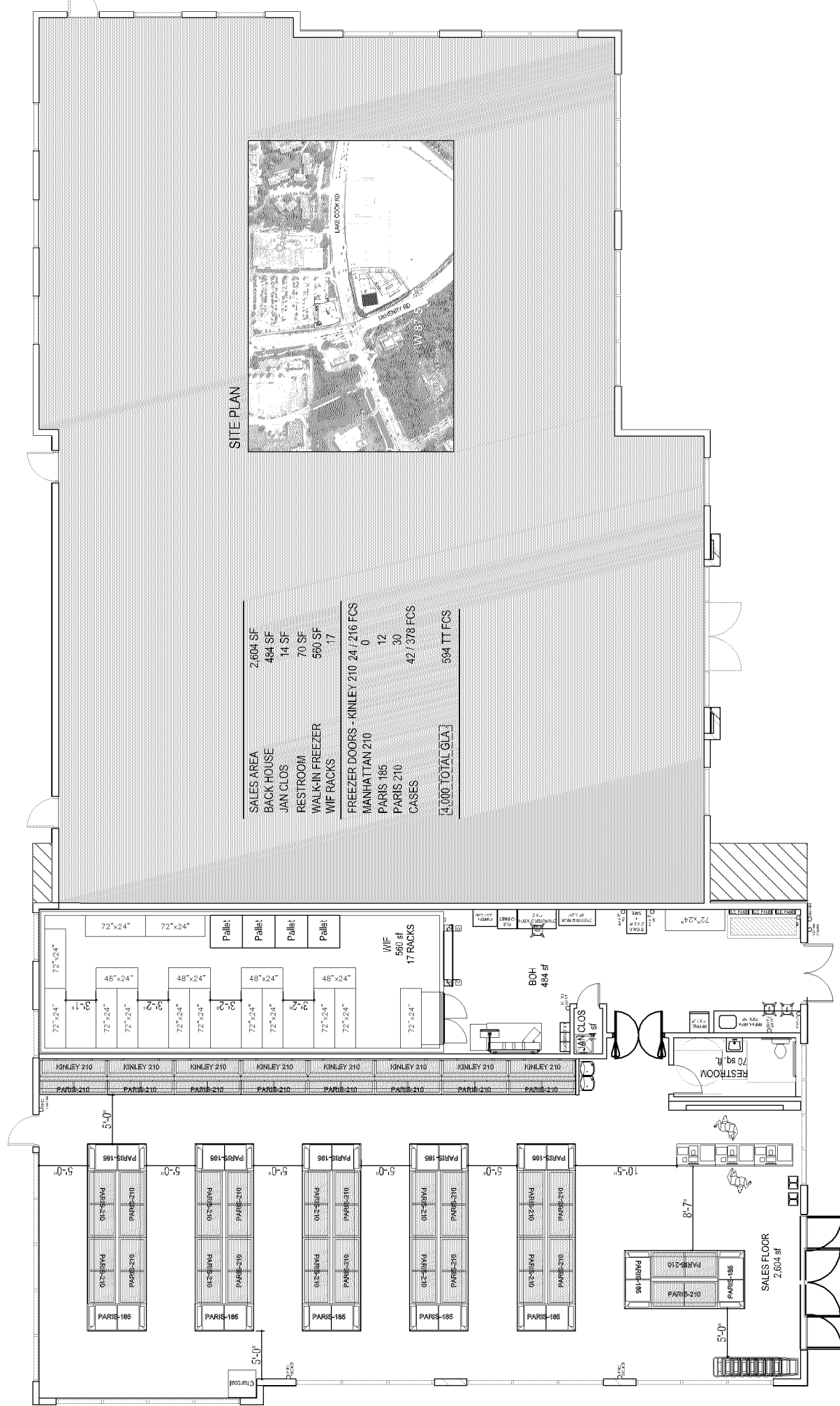
PH: 630.424.6100 FAX: 630.424.6120 WWW.OLYMPIKSIGNS.COM



1130 N. Garfield
Lombard, IL 60148

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SIGN LAYOUT



Wild Fork™

BUFFALO GROVE - IL

WILD FORK FOODS

SE CORNER OF McHENRY RD & LAKE COOK RD, 60089

SCALE N/A @A3

DATE: 04/08/2022

#02

Packet Pg. 122

REV #	DATE	BY:
1	7/8/22	J.P.
2	7/27/22	J.P.

Calculation Summary						
Label	Unit	Avg	Max	Min	Max/Min	Properties
DRGRC	%	1.66	2.6	0.1	15.50	% 00
						10
						0

$10^{10} h^{-1} Mpc^{-1} \times 26.15 mJy$	$z_{Ly\alpha}$	Ly α Lines	HIT	$26.15 mJy \times 1.4$	$10^{10} h^{-1} Mpc^{-1} \times 1.4$	$10^{10} h^{-1} Mpc^{-1} \times 1.4$	$10^{10} h^{-1} Mpc^{-1} \times 1.4$	$10^{10} h^{-1} Mpc^{-1} \times 1.4$
1	A	17.5	1.483	0.65 ± 0.05	0.23 ± 0.04	1.4	1.4	1.4
2	B	2.463	3.393	0.45 ± 0.04	0.36 ± 0.02	1.4	1.4	1.4
14	C	2.659	3.353	0.15 ± 0.03	0.10 ± 0.02	1.4	1.4	1.4
15	C	2.694	3.374	0.15 ± 0.03	0.10 ± 0.02	1.4	1.4	1.4

Packet Pg. 124

Type:

A SERIES

LED AREA

SPECIFICATIONS

CONSTRUCTION & MATERIALS

- Slim, low profile design minimizes wind load requirements
- Luminaire housing is rugged die cast aluminum with an integral, weathertight LED driver compartment and high-performance heat sink
- Convenient interlocking mounting method on direct arm. Mounting adaptor is rugged die cast aluminum and mounts to (76mm) or larger square or round pole, secured by two 5/16-18 UNC bolts spaced on 2" (51mm) centers
- Mounting for the adjustable arm mount adaptor is rugged die cast aluminum and mounts to 2" (51mm) IP, 2.375" (60mm) O.D. tenon.
- Adjustable arm mount can be adjusted 180° in 2.5° increments.
- Transportation mount is constructed of 316 stainless steel and mounts to surface with (4) 3/8" fasteners by others
- Trunnion mount is constructed of A500 and A1011 steel and is adjustable from 0-180° in 15° degree increments. Trunnion mount secures to surface with (1) 3/4" bolt or (2) 1/2" or 3/8" bolts
- Luminaires ordered with NM mount include 18" (340mm) 18/5 or 16/5 cord exiting the luminaire; when combined with F option, 18" (340mm) 18/7 or 16/7 cord is provided.
- Designed for uplight and downlight applications
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Silver, bronze, black, and white are available. Custom colors are available. Please contact your sales professional for details.

ELECTRICAL SYSTEM

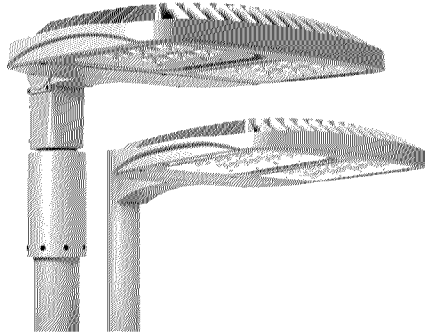
- Input Voltage: 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- Power Factor: > 0.9 at full load
- Total Harmonic Distortion: < 20% at full load
- Integral 10kV surge suppression protection standard; 20kV surge suppression protection optional
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- Maximum 10V Source Current: 1.0mA
- Operating Temperature Range: -40°C - +40°C (-40°F - +104°F)

REGULATORY & VOLUNTARY QUALIFICATIONS

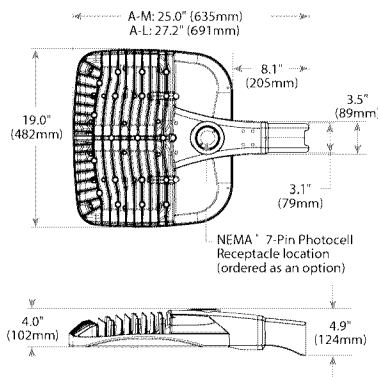
- cULus Listed (UL1598)
- Suitable for wet locations
- Meets NEMA C82.77 standards
- Drivers and LEDs are UL Recognized in accordance with UL8750
- Enclosure rated IP66 per IEC 60529 when ordered without R option
- Consult factory for CE Certified products
- Certified to ANSI C136.31-2018, 3G bridge and overpass vibration standards
- ANSI C136.2 10kV (standard) and 20kV (optional) surge protection, tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A limits for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in AS Standard B 117
- Meets Buy American requirements within ARRA
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT and direct or transportation mounts only. Please refer to <https://www.darksky.org/our-work/lighting/lighting-forindustry/fsa/fsa-products/> for most current information
-  CA RESIDENTS WARNING: Cancer and Reproductive Harm – www.p65warnings.ca.gov/current

WARRANTY

- The A series offers a limited 10 year warranty on the luminaire and the Colorfast DeltaGuard™ finish



DIMENSIONS



Luminaire	Weight
A-M	28.9 lbs. (13.1 kg)
A-L	32.4 lbs. (14.7 kg)



Made in the U.S.A. of the U.S. and imported parts.
Meets Buy American requirements for ARRA.

WLS

LIGHTING SYSTEMS

6820 Corporation Pkwy
Fort Worth, TX 76126
800.633.8711

www.wslighting.com

Project Name: _____

Date: _____

Location: _____

Notes: _____

29 REV. 04/22

Specifications subject to change without notice.

CREE

AUTHORIZED DISTRIBUTOR

A SERIES LED AREA

ORDERING INFORMATION SELECT APPROPRIATE CHOICE FROM EACH COLUMN TO FORMULATE ORDER CODE.

Refer to example below.

PRODUCT ³	SERIES	LUMEN PACKAGE	CCT/CRI	OPTIC	VOLTAGE	MOUNT	COLOR OPTIONS	OPTIONS	ACCESSORIES
A-M Medium A-L Large	B	Medium 4L 4,000 Lumens 6L 6,000 Lumens 9L 9,000 Lumens 11L 11,000 Lumens 16L 16,000 Lumens Large 22L 22,000 Lumens 30L 30,000 Lumens	30K7 3000K, 70 CRI 40K7 4000K, 70 CRI 50K9 5000K, 90 CRI 57K7 5700K, 70 CRI	Asymmetric 2M Type II Medium ¹ 3M Type III Medium ¹ 4M Type IV Medium ¹ Symmetric 5M Type V Medium 5N Type V Narrow 5Q Type V Square	UL Universal 120-277V UH Universal 347-480V - Not available with 4L or 6L lumen package	DA Direct Arm AA Adjustable Arm TSP Transportation Mount (stainless steel; do not specify color) TM Trunnion Mount	BK Black BZ Bronze SV Silver WH White CC Custom Color ²	F Fuse N Utility Label and NEMA* 7-Pin Photocell Receptade R NEMA* 7-Pin Photocell Receptade RL Rotate Optic Left RR Rotate Optic Right NO No Options	Backlight Shield (Facing Optics) BLSMF (Medium) BLSLF (Large) Backlight Shield (Rotated Optics) BLSMF (Medium) BLSLF (Large) Bird Spikes MED-BRDSPK LG-BRDSPK Hand-Held Remote XA-SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required Shorting Cap XA-XSLSHRT
AF-M Medium Flood AF-L Large Flood				N3 Narrow Flood 33 NEMA* 3x3 44 NEMA* 4x4 55 NEMA* 5x5 66 NEMA* 6x6 75 NEMA* 7x5					

ORDER:

WLS-A-	B								
---------------	----------	--	--	--	--	--	--	--	--

Example: WLS-A-M-B-11L-40K7-5M-UL-DA-BZ-NO

FOOTNOTES:

- 1 Available with Backlight Shield when ordered with field-installed accessory (see table above)
- 2 Contact your sales professional for details
- 3 Luminaire comes standard with 0-10V dimming

ELECTRICAL DATA									
Input Power Designator	Optic	System Watts 120-480V	Utility Label Wattage	Total Current (A)					
				120V	208V	240V	277V	347V	480V
4L**	All	29	30	0.25	0.14	0.12	0.11	N/A	N/A
6L**	Asymmetric	48	50	0.41	0.23	0.20	0.17	N/A	N/A
	Symmetric	39	40	0.33	0.19	0.17	0.14	N/A	N/A
9L	All	60	60	0.51	0.29	0.25	0.22	0.18	0.13
11L	All	72	70	0.62	0.36	0.31	0.27	0.21	0.16
16L	All	104	100	0.89	0.51	0.43	0.39	0.31	0.22
22L	All	132	130	1.12	0.63	0.55	0.47	0.39	0.28
30L	All	202	200	1.72	0.96	0.84	0.72	0.60	0.43

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

** Available with UL voltage only

WLS LIGHTING
SYSTEMS

6820 Corporation Pkwy
Fort Worth, TX 76126
800.633.8711
www.wslighting.com

Project Name: _____
 Date: _____
 Location: _____
 Notes: _____

29 REV. 04/22

Specifications subject to change without notice.

A SERIES LED AREA

Type II Mid Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	4,290	B1 U0 G1	4,440	B1 U0 G1	3,810	B1 U0 G1	4,440	B1 U0 G1
6L	6,650	B1 U0 G1	6,900	B2 U0 G2	5,925	B1 U0 G1	6,900	B1 U0 G2
9L	8,875	B2 U0 G2	9,200	B2 U0 G2	7,900	B2 U0 G2	9,200	B2 U0 G2
11L	10,800	B2 U0 G2	11,175	B2 U0 G2	9,600	B2 U0 G2	11,175	B2 U0 G2
16L	15,500	B3 U0 G3	16,100	B3 U0 G3	13,800	B2 U0 G2	16,100	B3 U0 G3
22L	20,700	B3 U0 G3	22,100	B3 U0 G3	18,600	B3 U0 G3	22,100	B3 U0 G3
30L	27,800	B3 U0 G4	31,000	B3 U0 G4	22,300	B3 U0 G3	31,000	B3 U0 G4

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: <https://ies.org/wp-content/uploads/2017/TM-15-11BUGRatingsAddendum.pdf>. Valid with no tilt

Type II Mid w/BLS Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	3,300	B1 U0 G1	3,410	B1 U0 G1	2,930	B1 U0 G1	3,410	B1 U0 G1
6L	5,100	B1 U0 G1	5,300	B1 U0 G1	4,550	B1 U0 G1	5,300	B1 U0 G1
9L	6,825	B1 U0 G2	7,075	B1 U0 G2	6,075	B1 U0 G1	7,075	B1 U0 G2
11L	8,300	B1 U0 G2	8,575	B1 U0 G2	7,375	B1 U0 G2	8,575	B1 U0 G2
16L	11,925	B2 U0 G2	12,350	B2 U0 G2	10,600	B2 U0 G2	12,350	B2 U0 G2
22L	15,900	B2 U0 G2	17,000	B2 U0 G3	14,250	B2 U0 G2	17,000	B2 U0 G3
30L	21,400	B2 U0 G3	22,800	B3 U0 G3	17,100	B2 U0 G3	23,800	B3 U0 G3

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Type III Mid Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	4,290	B1 U0 G1	4,440	B1 U0 G1	3,810	B1 U0 G1	4,440	B1 U0 G1
6L	6,650	B1 U0 G2	6,900	B1 U0 G2	5,925	B1 U0 G2	6,900	B1 U0 G2
9L	8,875	B2 U0 G2	9,200	B2 U0 G2	7,900	B2 U0 G2	9,200	B2 U0 G2
11L	10,800	B2 U0 G2	11,175	B2 U0 G2	9,600	B2 U0 G2	11,175	B2 U0 G2
16L	15,500	B3 U0 G3	16,100	B3 U0 G3	13,800	B2 U0 G2	16,100	B3 U0 G3
22L	20,700	B3 U0 G3	22,100	B3 U0 G3	18,600	B3 U0 G3	22,100	B3 U0 G3
30L	27,800	B3 U0 G4	31,000	B3 U0 G4	22,300	B3 U0 G3	31,000	B3 U0 G4

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Attachment: Exhibit B. Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance No. 2019-042 41 S. McHenry Rd)

A SERIES LED AREA

Type III Mid w/BLS Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	3,390	B1 U0 G1	3,510	B1 U0 G1	3,010	B1 U0 G1	3,510	B1 U0 G1
6L	5,250	B1 U0 G2	5,450	B1 U0 G2	4,680	B1 U0 G1	5,450	B1 U0 G2
9L	7,000	B1 U0 G2	7,275	B1 U0 G2	6,225	B1 U0 G2	7,275	B1 U0 G2
11L	8,525	B1 U0 G2	8,825	B1 U0 G2	7,575	B1 U0 G2	8,825	B1 U0 G2
16L	12,250	B2 U0 G2	12,700	B2 U0 G2	10,900	B2 U0 G2	12,700	B2 U0 G2
22L	16,300	B2 U0 G3	17,500	B2 U0 G3	14,650	B2 U0 G3	17,500	B2 U0 G3
30L	21,900	B3 U0 G4	24,500	B3 U0 G4	17,600	B2 U0 G3	24,500	B3 U0 G4

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Type IV Mid Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	4,290	B1 U0 G1	4,440	B1 U0 G1	3,810	B1 U0 G1	4,440	B1 U0 G1
6L	6,650	B1 U0 G2	6,900	B1 U0 G2	5,925	B1 U0 G2	6,900	B1 U0 G2
9L	8,875	B2 U0 G2	9,200	B2 U0 G2	7,900	B1 U0 G2	9,200	B2 U0 G2
11L	10,800	B2 U0 G2	11,175	B2 U0 G2	9,600	B2 U0 G2	11,175	B2 U0 G3
16L	15,500	B2 U0 G3	16,100	B2 U0 G3	13,800	B2 U0 G2	16,100	B2 U0 G3
22L	20,700	B3 U0 G3	22,100	B3 U0 G4	18,600	B3 U0 G3	22,100	B3 U0 G4
30L	27,800	B3 U0 G4	31,000	B3 U0 G4	22,300	B3 U0 G4	31,000	B3 U0 G4

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Type IV Mid w/BLS Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	3,390	B1 U0 G1	3,410	B1 U0 G1	2,930	B1 U0 G1	3,410	B0 U0 G1
6L	5,100	B1 U0 G2	5,300	B1 U0 G2	4,550	B1 U0 G1	5,300	B1 U0 G2
9L	6,825	B1 U0 G2	7,075	B1 U0 G2	6,075	B1 U0 G2	7,075	B1 U0 G2
11L	8,300	B1 U0 G2	8,575	B1 U0 G2	7,375	B1 U0 G2	8,575	B1 U0 G2
16L	11,925	B1 U0 G2	12,350	B1 U0 G2	10,600	B1 U0 G2	12,350	B1 U0 G2
22L	15,900	B2 U0 G3	17,000	B2 U0 G3	14,250	B1 U0 G3	17,000	B2 U0 G3
30L	21,400	B2 U0 G4	23,800	B2 U0 G4	17,100	B2 U0 G3	23,800	B2 U0 G4

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Type V Mid Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	4,190	B3 U0 G2	4,370	B3 U0 G2	3,700	B2 U0 G2	4,370	B3 U0 G2
6L	5,900	B3 U0 G3	6,150	B3 U0 G3	5,200	B3 U0 G2	6,150	B3 U0 G3
9L	9,300	B3 U0 G3	9,700	B4 U0 G3	8,225	B3 U0 G3	9,700	B4 U0 G3
11L	10,850	B4 U0 G3	11,325	B4 U0 G3	9,575	B4 U0 G3	11,325	B4 U0 G3
16L	14,650	B4 U0 G4	15,300	B4 U0 G4	12,950	B4 U0 G4	15,300	B4 U0 G4
22L	20,200	B5 U0 G5	21,700	B5 U0 G5	19,800	B5 U0 G5	21,700	B5 U0 G5
30L	26,600	B5 U0 G5	27,800	B5 U0 G5	23,600	B5 U0 G5	27,800	B5 U0 G5

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Type V Narrow Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	4,430	B3 U0 G1	4,620	B3 U0 G1	3,910	B3 U0 G1	4,620	B3 U0 G1
6L	6,225	B3 U0 G1	6,500	B3 U0 G2	5,500	B3 U0 G1	6,500	B3 U0 G2
9L	9,825	B4 U0 G2	10,250	B4 U0 G2	8,675	B3 U0 G2	10,250	B4 U0 G2
11L	11,450	B4 U0 G2	11,950	B4 U0 G2	10,125	B4 U0 G2	11,950	B4 U0 G2
16L	15,475	B4 U0 G3	16,125	B4 U0 G3	13,675	B4 U0 G2	16,125	B4 U0 G3
22L	21,300	B5 U0 G3	22,900	B5 U0 G3	20,900	B5 U0 G3	22,900	B5 U0 G3
30L	28,400	B5 U0 G4	29,700	B5 U0 G4	25,200	B5 U0 G3	29,700	B5 U0 G4

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Type V Square Distribution								
Lumen Package	3000K (70 CRI)		4000K (70 CRI)		5000K (90 CRI)		5700K (70 CRI)	
	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11	Initial Delivered Lumens*	BUG Rating** Per TM-15-11
4L	4,430	B3 U0 G1	4,620	B3 U0 G1	3,910	B2 U0 G1	4,620	B3 U0 G1
6L	6,225	B3 U0 G1	6,500	B3 U0 G1	5,500	B3 U0 G1	6,500	B3 U0 G1
9L	9,825	B3 U0 G2	10,250	B3 U0 G2	8,675	B3 U0 G2	10,250	B3 U0 G2
11L	11,450	B4 U0 G2	11,950	B4 U0 G2	10,125	B3 U0 G2	11,950	B4 U0 G2
16L	15,475	B4 U0 G2	16,125	B4 U0 G2	13,675	B4 U0 G2	16,125	B4 U0 G2
22L	21,300	B4 U0 G2	22,900	B5 U0 G3	20,900	B4 U0 G2	22,900	B5 U0 G3
30L	28,400	B5 U0 G3	29,700	B5 U0 G3	25,200	B5 U0 G3	29,700	B5 U0 G3

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Narrow Flood Distribution				
Lumen Package	3000K (70 CRI)	4000K (70 CRI)	5000K (90 CRI)	5700K (70 CRI)
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
4L	4,430	4,620	3,910	4,620
6L	6,225	6,500	5,500	6,500
9L	9,825	10,250	8,675	10,250
11L	11,450	11,950	10,125	11,950
16L	15,475	16,125	13,675	16,125
22L	21,300	22,900	20,900	22,900
30L	28,400	29,700	25,200	29,700

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

NEMA® 3x3 Distribution				
Lumen Package	3000K (70 CRI)	4000K (70 CRI)	5000K (90 CRI)	5700K (70 CRI)
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
4L	4,430	4,620	3,910	4,620
6L	6,225	6,500	5,500	6,500
9L	9,825	10,250	8,675	10,250
11L	11,450	11,950	10,125	11,950
16L	15,475	16,125	13,675	16,125
22L	21,300	22,900	20,900	22,900
30L	28,400	29,700	25,200	29,700

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

NEMA® 4x4 Distribution				
Lumen Package	3000K (70 CRI)	4000K (70 CRI)	5000K (90 CRI)	5700K (70 CRI)
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
4L	4,430	4,620	3,910	4,620
6L	6,225	6,500	5,500	6,500
9L	9,825	10,250	8,675	10,250
11L	11,450	11,950	10,125	11,950
16L	15,475	16,125	13,675	16,125
22L	21,300	22,900	20,900	22,900
30L	28,400	29,700	25,200	29,700

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

NEMA® 5x5 Distribution				
Lumen Package	3000K (70 CRI)	4000K (70 CRI)	5000K (90 CRI)	5700K (70 CRI)
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
4L	4,430	4,620	3,910	4,620
6L	6,225	6,500	5,500	6,500
9L	9,825	10,250	8,675	10,250
11L	11,450	11,950	10,125	11,950
16L	15,475	16,125	13,675	16,125
22L	21,300	22,900	20,900	22,900
30L	28,400	29,700	25,200	29,700

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

NEMA® 6x6 Distribution				
Lumen Package	3000K (70 CRI)	4000K (70 CRI)	5000K (90 CRI)	5700K (70 CRI)
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
4L	4,430	4,620	3,910	4,620
6L	6,225	6,500	5,500	6,500
9L	9,825	10,250	8,675	10,250
11L	11,450	11,950	10,125	11,950
16L	15,475	16,125	13,675	16,125
22L	21,300	22,900	20,900	22,900
30L	28,400	29,700	25,200	29,700

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

NEMA® 7x5 Distribution				
Lumen Package	3000K (70 CRI)	4000K (70 CRI)	5000K (90 CRI)	5700K (70 CRI)
	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*	Initial Delivered Lumens*
4L	4,430	4,620	3,910	4,620
6L	6,225	6,500	5,500	6,500
9L	9,825	10,250	8,675	10,250
11L	11,450	11,950	10,125	11,950
16L	15,475	16,125	13,675	16,125
22L	21,300	22,900	20,900	22,900
30L	28,400	29,700	25,200	29,700

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between - 10 and + 10% of initial delivered lumens

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Attachment: Exhibit B. Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance No. 2019-042 41 S. McHenry Rd)

A SERIES LED AREA

Adjustable Arm Mount - WLS-A-ML-B-AA Weight: Medium - 28.4 lbs. (12.9kg); Large - 32.0 lbs. (14.5kg); Utility Arm Mount (UA/UB) † Weight: Medium - 29.5 lbs. (13.4kg); Large - 33.1 lbs. (15.0kg)								
Luminaire	Single	2 @ 180°	2 @ 90°	3 @ 90°	3 @ 120°	3 @ 180°	4 @ 180°	2 @ 90°
	Tenon Configuration (0° - 80° Tilt); if used with WLS Lighting tenons, please add tenon EPA with luminaire EPA							
								
	PB-1A*; PT-1; PW-1A3**	PB-2A*; PB-2R2.375; PD-2A4(180); PT-2(180); PW-2A3**	PB-2A*; PD-2A4(90); PT-2(90)	PB-3A*; PD-3A4(90); PT-3(90)	PB-3A*; PT-3(120)	PB-3A*; PB-3R2.375	PB-4A*(180)	PB-4A*(90); PB-4R2.375; PD-4A4(90); PT-4
	0° TILT							
WLS-A-M	0.74	1.48	1.19	1.93	1.63	3.33	4.66	2.38
WLS-A-L	0.80	1.61	1.26	2.06	1.68	3.33	4.66	2.52
	10° TILT							
WLS-A-M	0.75	1.48	1.49	2.29	2.15	4.22	5.84	2.98
WLS-A-L	0.81	1.61	1.62	2.42	2.32	4.40	6.08	3.24
	20° TILT							
WLS-A-M	1.12	1.48	1.86	2.60	2.85	5.31	7.32	3.72
WLS-A-L	1.24	1.61	2.04	2.84	3.13	5.68	7.80	4.08
	30° TILT							
WLS-A-M	1.46	1.48	2.20	2.94	3.56	6.34	8.68	4.40
WLS-A-L	1.64	1.64	2.44	3.24	3.97	6.88	9.40	4.88
	45° TILT							
WLS-A-M	1.96	1.96	2.69	3.43	4.54	7.83	10.68	5.38
WLS-A-L	2.2	2.20	3.00	3.80	5.07	8.055	11.64	6.00
	60° TILT							
WLS-A-M	2.33	2.33	3.07	3.81	5.11	8.94	12.16	6.14
WLS-A-L	2.82	2.82	3.62	4.42	5.73	10.41	14.12	7.24
	70° TILT							
WLS-A-M	2.49	2.49	3.23	3.97	5.11	9.43	12.80	6.46
WLS-A-L	2.82	2.82	3.62	4.42	5.73	10.41	14.12	7.24
	80° TILT							
WLS-A-M	2.58	2.58	3.32	4.06	5.11	9.71	13.16	6.64
WLS-A-L	2.93	2.93	3.73	4.53	5.73	10.74	14.56	7.46
	Tenon Configuration (90° Tilt); if used with WLS Lighting tenons, please add tenon EPA with Luminaire EPA							
	PBA-1A*; PT-1; PW-1A3**	PB-2A*; PB-2R2.375; PD-2A4(180); PT-2(180); PW-2A3**	PB-2A*	PB-3A*	PB-3A*; PT-3(120)	PB-3A*; PB-3R2.375	PB-4A*(180)	PB-4A*(90); PB-4R2.375
	90° TILT							
WLS-A-M	2.61	2.61	4.44	6.05	5.11	9.79	13.28	10.39
WLS-A-L	2.95	2.95	4.84	6.52	5.73	10.81	14.61	11.19

† UA & UB mounts may only be tilted to 45°

* Specify pole size: 3 (3"), 4 (4"), 5 (5"), or 6 (6") for single, double or triple luminaire orientation or 4 (4"), 5 (5"), or 6 (6") for quad luminaire orientation

** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size: 3 (3"), 4 (4"), 5 (5"), or 6 (6")

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Tenon EPA	
Part Number	EPA
PB-1A*	None
PB-2A*	0.82
PB-3A*	1.52
PB-4A*(180)	2.22
PB-4A*(90)	1.11
PB-2R2.375	0.92
PB-3R2.375	1.62
PB-4R2.375	2.32
PD Series Tenons	0.09
PT Series Tenons	0.10
PW-1A3**	0.47
PW-2A3**	0.94
WM-2	0.08
WM-4	0.25
WM-DM	None

* Specify pole size: 3 (3"), 4 (4"), 5 (5"), or 6 (6") for single, double or triple luminaire orientation or 4 (4"), 5 (5"), or 6 (6") for quad luminaire orientation

** These EPA values must be multiplied by the following ratio: Fixture Mounting Height/Total Pole Height. Specify pole size: 3 (3"), 4 (4"), 5 (5"), or 6 (6")

Tenons and Brackets (must specify color)			
Square Internal Mount Vertical Tenons (Steel)		Round External Mount Vertical Tenons (Steel)	
- Mounts to 3-6" (76-152mm) square aluminum or steel poles		- Mounts to 2.375" (60mm) O.D. round aluminum or steel poles or tenons	
PB-1A* - Single	PB-4A*(90) - 90° Quad	PB-2R2.375 - Twin	PB-4R2.375 - Quad
PB-2A* - 180° Twin	PB-4A*(180) - 180° Quad	PB-3R2.385 - Triple	
PB-3A* - 180° Twin			
Square Internal Mount Horizontal Tenons (Aluminum)		Round External Mount Horizontal Tenons (Aluminum)	
- Mounts to 4" (102mm) square aluminum or steel poles		- Mounts to 2.375" (60mm) O.D. round aluminum or steel poles or tenons	
		- Mounts to square pole with PB-1A*	
PD-2A4(90) - 90° Twin	PD-3A4(90) - 90° Triple	PT-1 - Single (Vertical)	PT-3 - 90° Triple
PD-2A4(90) - 180° Twin	PD-4A4(90) - 90° Quad	PT-2 - 90° Twin	PT-3(120) - 120° Triple
		PT-2(180) 0 180° Twin	PT-4(90) - 90° Quad
Wall Mount Brackets		Mid-Pole Bracket	
- Mounts to wall or roof		- Mounts to Square Pole	
WM-2 - Horizontal for WLS-A-ML-B-AA mount		PW-1A3** - Single	PW-2A3** - Double
WM-4 - L-Shape for WLS-A-ML-B-AA mount			
WM-DM - Plate for WLS-A-ML-B-DA mount			
		Ground Mount Post	
		- For ground-mounted flood luminaires	
		PGM-1 - for WLS-A-ML-B-AA mount	

WLS LIGHTING
SYSTEMS

6820 Corporation Pkwy
Fort Worth, TX 76126
800.633.8711
www.wslighting.com

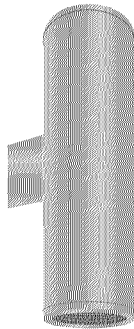
Project Name: _____
Date: _____
Location: _____
Notes: _____

29 REV. 04/22
Specifications subject to change without notice.

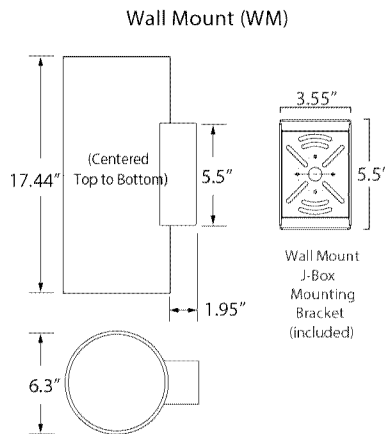
Type:

CL6 SERIES

LED CYLINDER



DIMENSIONS



SPECIFICATIONS

FEATURES

- Up to 5000 lm, Up to 100 LPW
- Numerous mounting capabilities
- Clear anti-glare tempered glass lens (IK09)
- Multiple color finishes with AAMA 2605 option (10 yr. paint warranty)
- 0-10V 1% Dimming (Standard)
- 1.5G Vibration Tested
- 95 CRI with 2 SDCM
- Great glare control UGR < 10

CONSTRUCTION & MATERIALS

- Mounting: Mounts directly to standard recessed junction box with wall mount or twist-lock canopy. Additional holes allow unit to be attached directly to mounting surface.
- Ingress Protection: Continuous silicone gasket to seal out contaminants, IP65 rated for dry, damp or wet locations
- Finish: Six stage chemical iron phosphate conversion pre-treatment. Polyester powder coat finish, 18 µm Min., 5000hr salt spray test (ASTM B117) compliant with Florida / AAMA 2604 specification. AAMA 2605 optional w/ 10 yr. paint warranty.
- Warranty: 5-Year limited warranty (refer to website for details)
- Housing: Heavy-walled, extruded aluminum housing with high pressure die-cast lens ring and cap with stainless steel hardware.
- Lens: IK09 impact compliant, clear anti-glare tempered glass
- Vibration Resistance: Compliant with 1.5G ANSI C136.31, Seismic rated AC-156
- Weight: 8-12 lbs (Depending on Length)
- Operating Temperature: -22°F to 122°F (-30°C to 50°C)

ELECTRICAL SYSTEM

- Voltage: Universal 120-277V AC standard, 347V optional
- Power Supply: Integral Class II, electronic high-power factor >90%, THD < 20%, FCC Title 47 Part 15 Class A. EldoLED & Lu optional
- Power Consumption: Up to 53W (5000 lm)
- Dimming: Standard: 0-10V, 1% Dimming, Optional: ELV, TRIAC, dim to off, DMX, DALI
- Certification: CEC Title 24 - JA8 Compliant (93 CRI Only)
- Standards: cETLus Listed, CE, NOM, and RoHS Compliant. Wet location listed for wall or ceiling mount IP65 Ingress protection. 1.5G (ANSI C136.31) Vibration resistance rated. IK09 (IEC6226) Impact resistance rated. IESNA LM79 Photometric testing by NVLAP accredited test lab. IESNA LM80 LED testing by NVLAP accredited test lab. IESNA TM21 Luminaire lumen depreciation projection to >70,000hrs.

PERFORMANCE

- Beam Spread: 15° | 25° | 40° | 50° | 72°
- CCT Options: 2700K | 3000K | 3500K | 4000K
- CRI: 93 CRI
- Consistency: 2 SDCM (Fixture to Fixture)
- Lumens: 5000 lm @ 53 W
- Lifetime: > 70,000 hours / L70 or better current

WARRANTY

- The CL6 series offers a limited 5 year warranty

Lumen Package	Weight	Dim "A"	Dim "B"	Dim "C"	Dim "D"
1L*	2.2 lbs. (1.0kg)	3.7" (93mm)	5.4" (136mm)	8.7" (220mm)	3.6" (91mm)
3L*	3.0 lbs. (1.4kg)	4.0" (102mm)	5.4" (136mm)	8.7" (220mm)	3.9" (100mm)
7L*	4.6 lbs. (2.1 kg)	6.5" (165mm)	5.4" (136mm)	9.8" (250mm)	6.4" (163mm)



Made in the U.S.A. of the U.S. and imported parts.
Meets Buy American requirements for ARRA.

CL6 SERIES

LED CYLINDER

ORDERING INFORMATION

SELECT APPROPRIATE CHOICE FROM EACH COLUMN TO FORMULATE ORDER CODE.

Refer to example below.

PRODUCT	VOLTAGE	COLOR	LUMENS LUMENS (DOWN/UP) NOMINAL		FINISH	DOWNLIGHT OPTICS	UPLIGHT OPTICS	DIMMING	OPTIONS	REMOTE POWER	BATTERY
CL6	UNV Universal 120-277 Volt AC 347V 347 Volt AC	927 (93CRI) 2700K 930 (93CRI) 3000K 935 (93CRI) 3500K 940 (93CRI) 4000K	DN0 No Light Option D05L 500 lm D10L 1000 lm D15L 1500 lm D20L 2000 lm D25L 2500 lm D30L 3000 lm D35L 3500 lm D40L 4000 lm D45L 4500 lm D50L 5000 lm	UN0 No Light Option U05L 500 lm U10L 1000 lm U15L 1500 lm U20L 2000 lm U25L 2500 lm U30L 3000 lm U35L 3500 lm U40L 4000 lm U45L 4500 lm U50L 5000 lm	BKE Black (AAMA 2604) BRE Bronze (AAMA 2604) SLE Silver (AAMA 2604) WHE White (AAMA 2604) CCE Custom Col- or (AAMA 2604) BKED Black (AAMA 2605) BRED Bronze (AAMA 2605) SLED Silver (AAMA 2605) WHED White (AAMA 2605) CCED Custom Color (AAMA 2605)	D15 Spot (15°) (15L Max) D25 Narrow Flood (25°) D40 Mid Flood (40°) D50 Flood (50°) D72 Wide Flood (72°) WITH SOFT FIELD LENS D15S Spot (15°) (15L Max) D25S Narrow Flood (25°) D40S Mid Flood (40°) D50S Flood (50°) D72S Wide Flood (72°)	U15 Spot (15°) (15L Max) U25 Narrow Flood (25°) U40 Mid Flood (40°) U50 Flood (50°) U72 Wide Flood (72°) WITH SOFT FIELD LENS D15S Spot (15°) (15L Max) U25S Narrow Flood (25°) U40S Mid Flood (40°) U50S Flood (50°) U72S Wide Flood (72°)	ET ELV or TRIAC (120V Phase Dim- ming w. UNV Driver) LD 0-10V Dimming	CV Cut-Off Visor (Down Only)	DR LED DRIVER REMOTE (INDOOR) IP20, IK08, NEMA 1, -20°C TO +50°C, 30' MAX Distance with 12AWG. Consult factory for out- door remote	BBUR BATTERY BACK-UP & LED DRIVE REMOTE (INDOOR), IF IK08, NEMA 1, 0°C to +48°C, 3' MAX Distanc- with 12AWG BBUX BATTERY BACK-UP & LED DRIVE REMOTE (OUTDOOR), IP67, IK10, NEMA 4X, -20°C to +55°C, 3' MA Distance with 12AWG

ORDER:

WLS-CL6									CV	DR	
----------------	--	--	--	--	--	--	--	--	-----------	-----------	--

Example: WLS-CL6-UNV-940-D20L-U10L-BRE-D72-U25-ET-CV-DR-BBUX

ELECTRICAL DATA						
System Watts 120-480V	Total Current (A)					
	120V	208V	240V	277V	347V	480V
Z	0.46	0.26	0.22	0.19	N/A	N/A
B	0.73	0.43	0.37	0.32	0.25	0.19
K	1.09	0.65	0.56	0.49	0.38	0.28
T	1.12	0.63	0.55	0.47	0.39	0.28
U	1.72	0.96	0.84	0.72	0.60	0.43

WLS LIGHTING
SYSTEMS

6820 Corporation Pkwy
Fort Worth, TX
76126800.633.8711
www.wslighting.com

Project Name: _____
Date: _____
Location: _____
Notes: _____

29 REV. 1/21
Specifications subject to change without notice.



Memorandum

TO: Mr. Bryan Rosenblum
GW McHenry BG, LLC

FROM: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

DATE: July 27, 2022

RE: Traffic Assessment
Animal Hospital and Wild Fork Foods
Buffalo Grove, Illinois

Eriksson Engineering Associates, Ltd. (EEA) was retained by GW McHenry BG, LLC to conduct a traffic assessment for a proposed commercial building on the southeast corner of Lake Cook Road and Route 83 (McHenry Road) in Buffalo Grove, Illinois. The purpose of this memorandum is to assess the traffic needs of the site.

Development Plan

The proposed development plan calls for a new 10,000 square foot building with 49 parking spaces to be occupied by an animal hospital and a Wild Fork Foods supermarket. Parking is located south of the commercial building which abuts both McHenry and Lake Cook Roads. Access to the parking is provided by two drive aisle connections to the circulation road between this site and the Northwest Community Healthcare building.

Wild Fork Foods is a specialty meat and grocery supermarket with delivery and pick-up services. They combine elements of a traditional grocery store and a specialty retailer. They specialize in meat, poultry and seafood. The store hours of operation will be 8:00 AM to 9:00 PM, seven days a week. The store is 4,000 square feet in size.

Veterinary Emergency Group will operate an animal hospital for diagnosing, surgically, or medically treating animals. Overnight boarding of animals is not proposed. Hours of operation are 24 hours a day seven days a week. Peak activity occurs between 6:00 PM to Midnight. During the day, 8:00 AM to 6:00 PM, they expect around eight cases a day. The building is 5,700 square feet. A small number of cases arrive between Midnight and 8:00 AM. The building is 6,000 square feet.

An aerial view of the site is shown in **Figure 1**.

Trip Generation

Traffic estimates were made for the existing and proposed development plans using data provided by the Institute of Transportation Engineer's Trip Generation 10th Ed. manual which contains trip generation surveys of similar land-uses. The rate of vehicle trip generation was applied to each use and the results are shown in **Table 1**.

Table 1
Projected Commercial Traffic Volumes

Use	ITE Code	Size (sq. ft.)	Morning Peak			Evening Peak			Saturday Peak		
			In	Out	Total	In	Out	Total	In	Out	Total
Wild Fork Foods	850 ⁽¹⁾	4,000	6	5	11	18	18	36	20	20	40
Animal Hospital	640 ⁽²⁾	6,000	15	7	22	9	13	22	9	13	22
Totals		10,000	21	12	33	27	31	58	29	33	62

(1) ITE Land Use Code 850 – Supermarket

(2) ITE Land Use Code 640 – Animal Hospital/Veterinary

Recent Lake Cook Road Improvement Plans

Construction began in 2019 on a multi-year project on Lake Cook, McHenry, and Weiland Roads in the Villages of Buffalo Grove and Wheeling which have been completed. Improvements included additional travel and turn lanes, an extension of Weiland Road south to Buffalo Grove Road, and new bicycle, pedestrian and lighting improvements. The Weiland Road and Lake Cook Road improvements fall under the jurisdiction of the Cook County Department of Transportation and Highways. The Illinois Department of Transportation controls McHenry Road (Route 83).

Adjacent to the site, Lake Cook Road is an eight/nine lane road with new traffic signals at McHenry and Weiland Roads. There are three travel lanes in each direction, dual left-turn lanes, right-turn lanes, and a barrier median. With the barrier median, the site access on Lake Cook Road is restricted to right-turns in/out of the site.

Weiland Road added right- and left-turn lanes southbound and dual right-turn lanes northbound at Lake Cook Road. The site access will remain right-in/out to Weiland Road.

McHenry Road adjacent to the site remained a five-lane road and kept the full access drives serving the site and the bank property to the west. Further south at Weiland Road, a new signalized intersection was created with a northbound right-turn lane on McHenry Road. Weiland Road is improved with left-turn lanes and two travel lanes on each approach. An eastbound right-turn lane is also included.

Figure 2 illustrates the existing travel lanes around the site.

Traffic Assessment

Additional traffic generated by the commercial facility will add 33 to 62 additional peak-hour trips to and from the site. With three access drives, there would be 11 to 21 additional trips per driveway or one more vehicle every 3 to 6 minutes. Two of the driveways will only have right turning traffic which can easily accommodate these additional volumes.

The three traffic signals by the site, including the future Weiland/McHenry signal, will see similar increases per intersection, 11 to 20 additional trips, and will have a miniscule impact on their operations.



ERIKSSON
ENGINEERING
ASSOCIATES, INC.

Site Location & Area Roadways

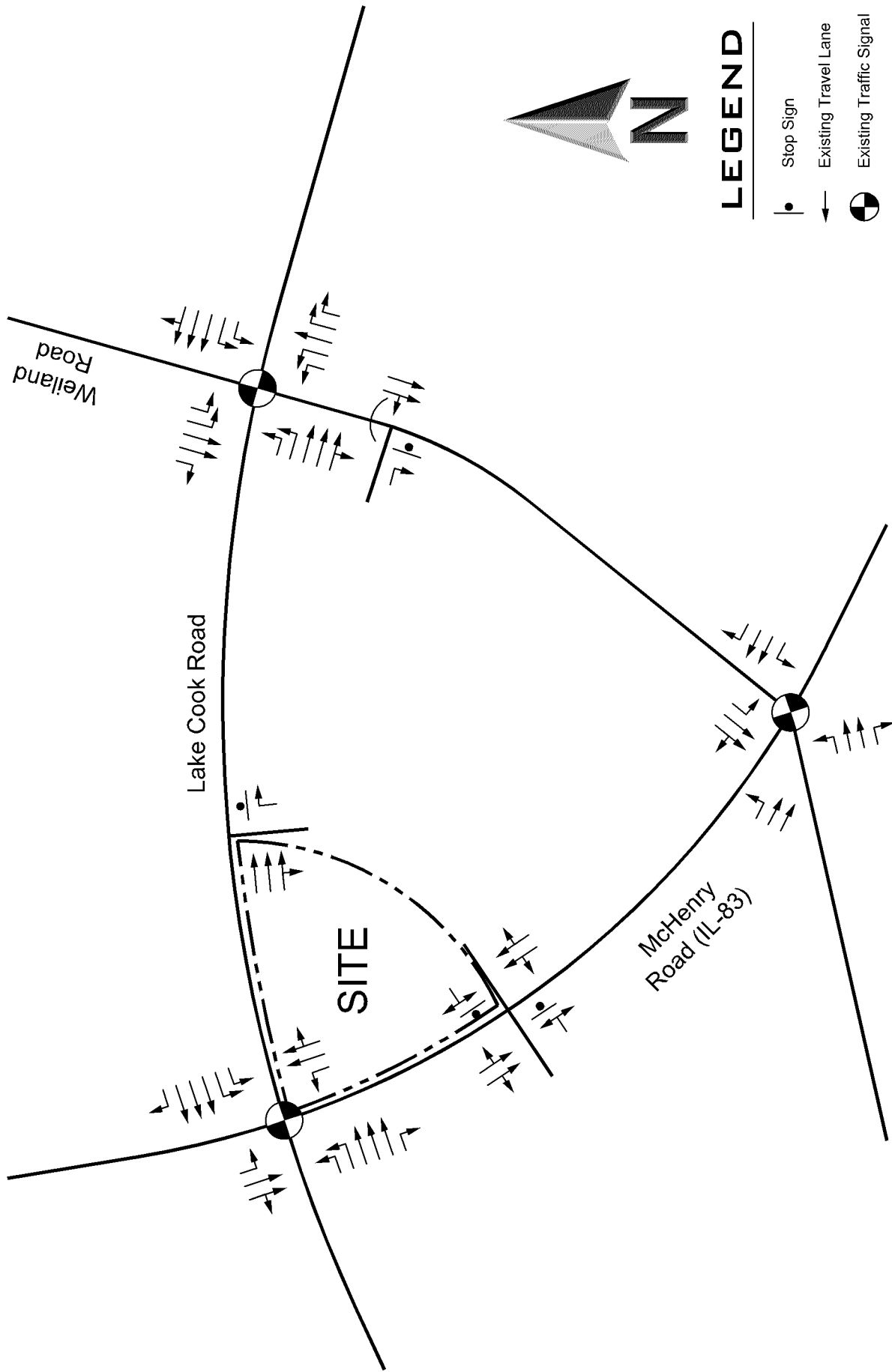
Attachment: Exhibit B. Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance No. 2019-042 41 S. McHenry Rd)

Figure 1

8.H.c

Existing and Proposed Roadway Geometrics

Figure 2
Attachment: Exhibit B. Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance No. 2019-042 41 S. McHenry Rd)



LEGEND

- Stop Sign
- Existing Travel Lane
- ⊙ Existing Traffic Signal

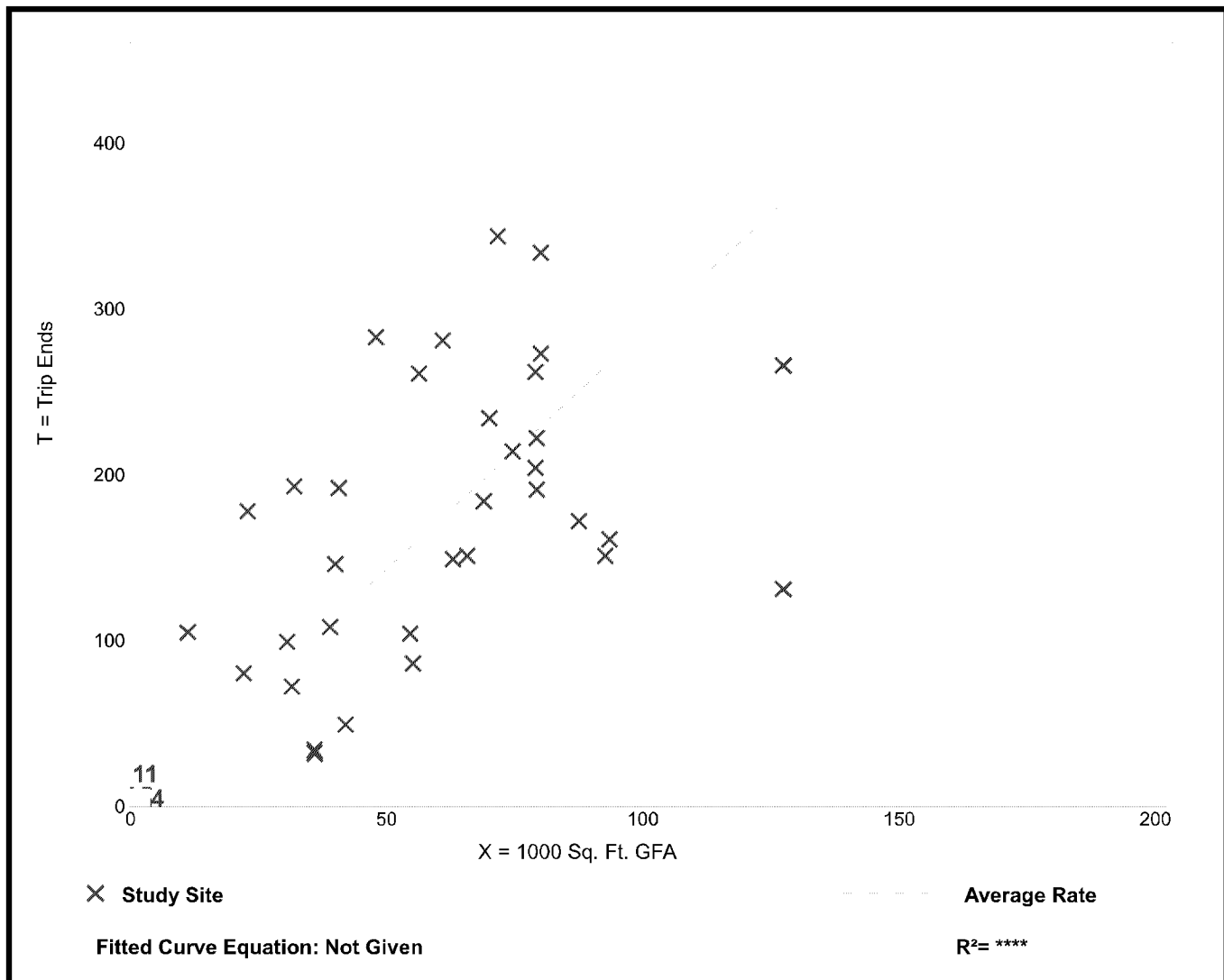
Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 34
 Avg. 1000 Sq. Ft. GFA: 61
 Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.86	0.89 - 9.35	1.45

Data Plot and Equation



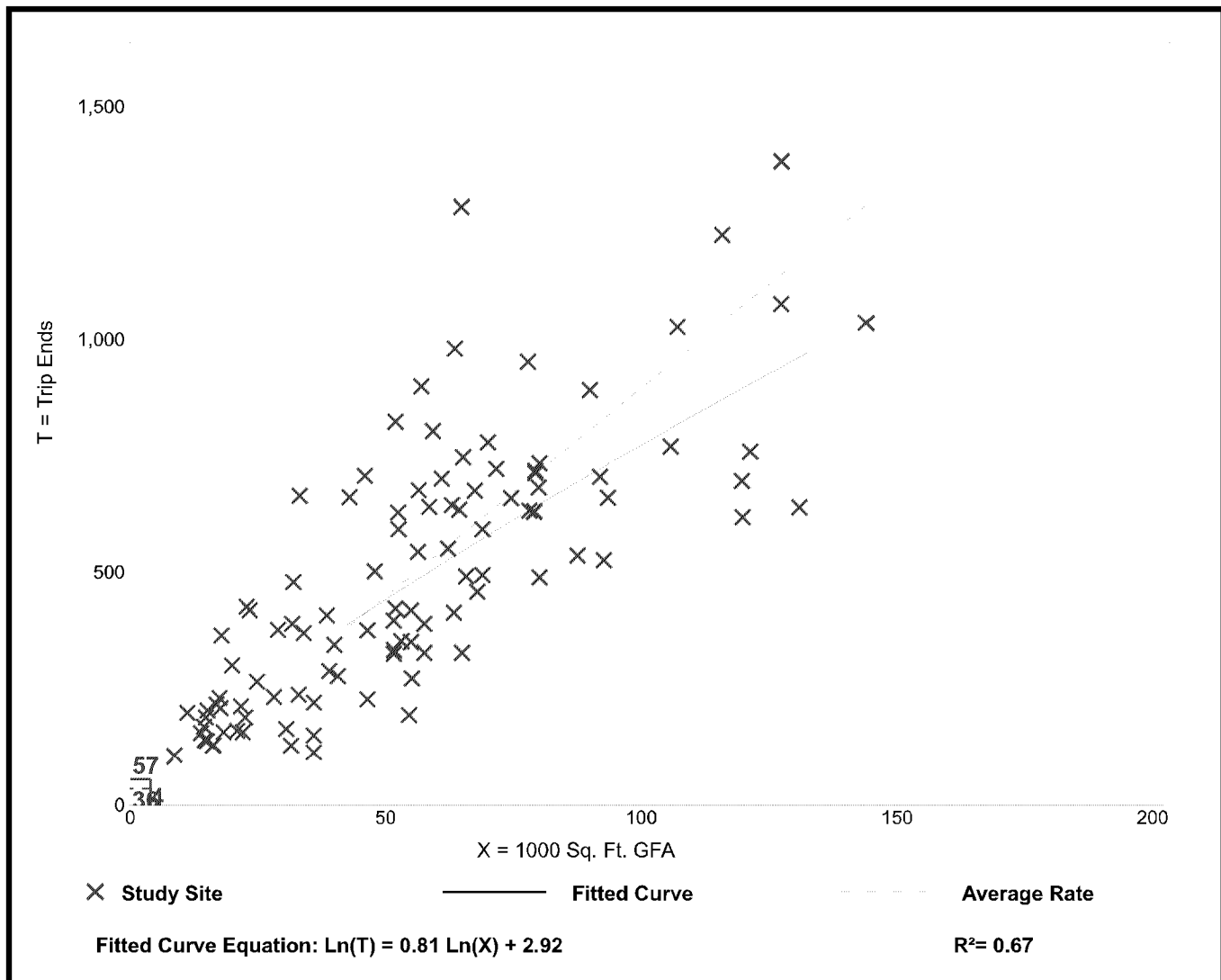
Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 104
 Avg. 1000 Sq. Ft. GFA: 55
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.95	3.11 - 20.30	3.32

Data Plot and Equation



Supermarket (850)

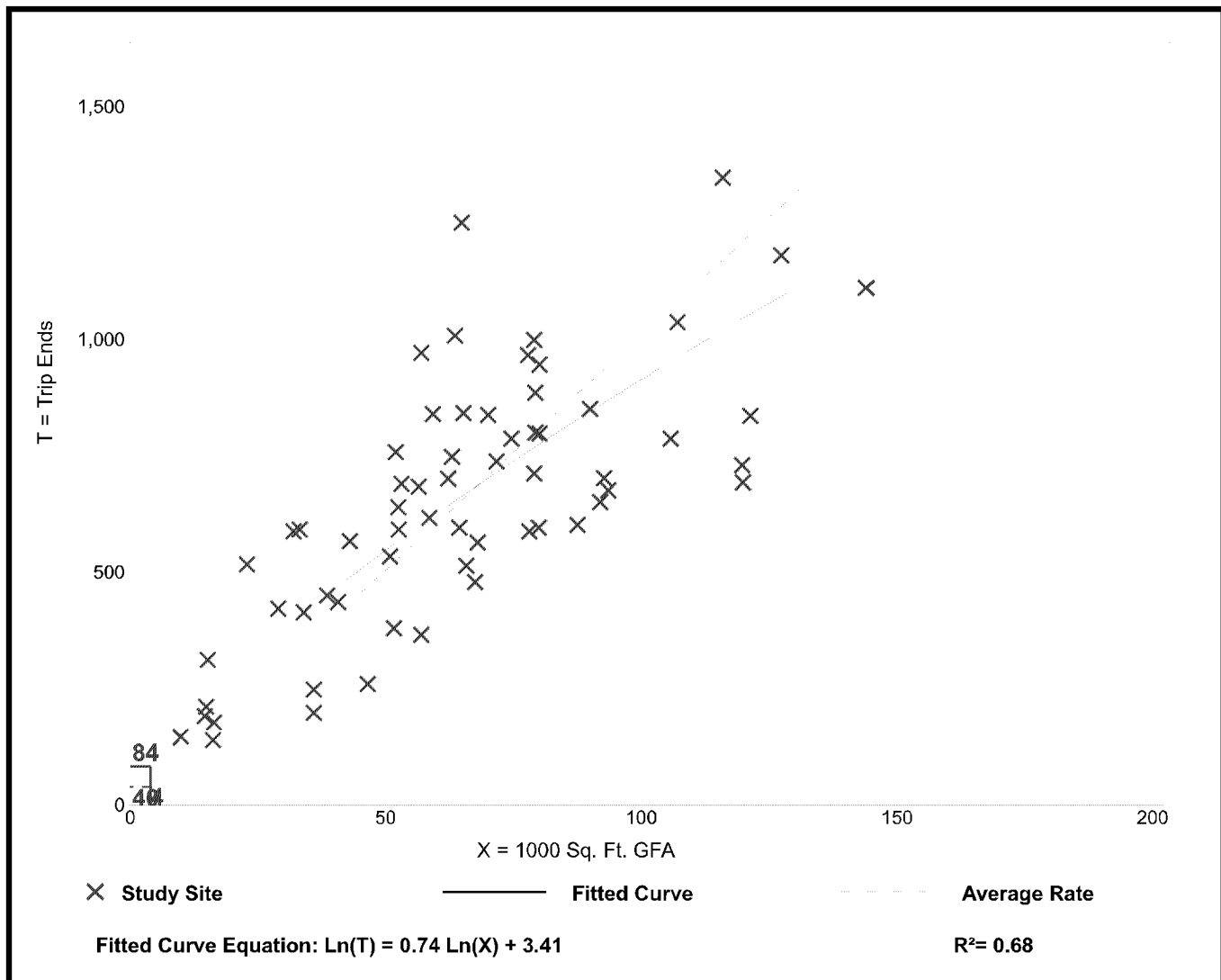
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 62
Avg. 1000 Sq. Ft. GFA: 65
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.10	5.51 - 22.61	3.30

Data Plot and Equation



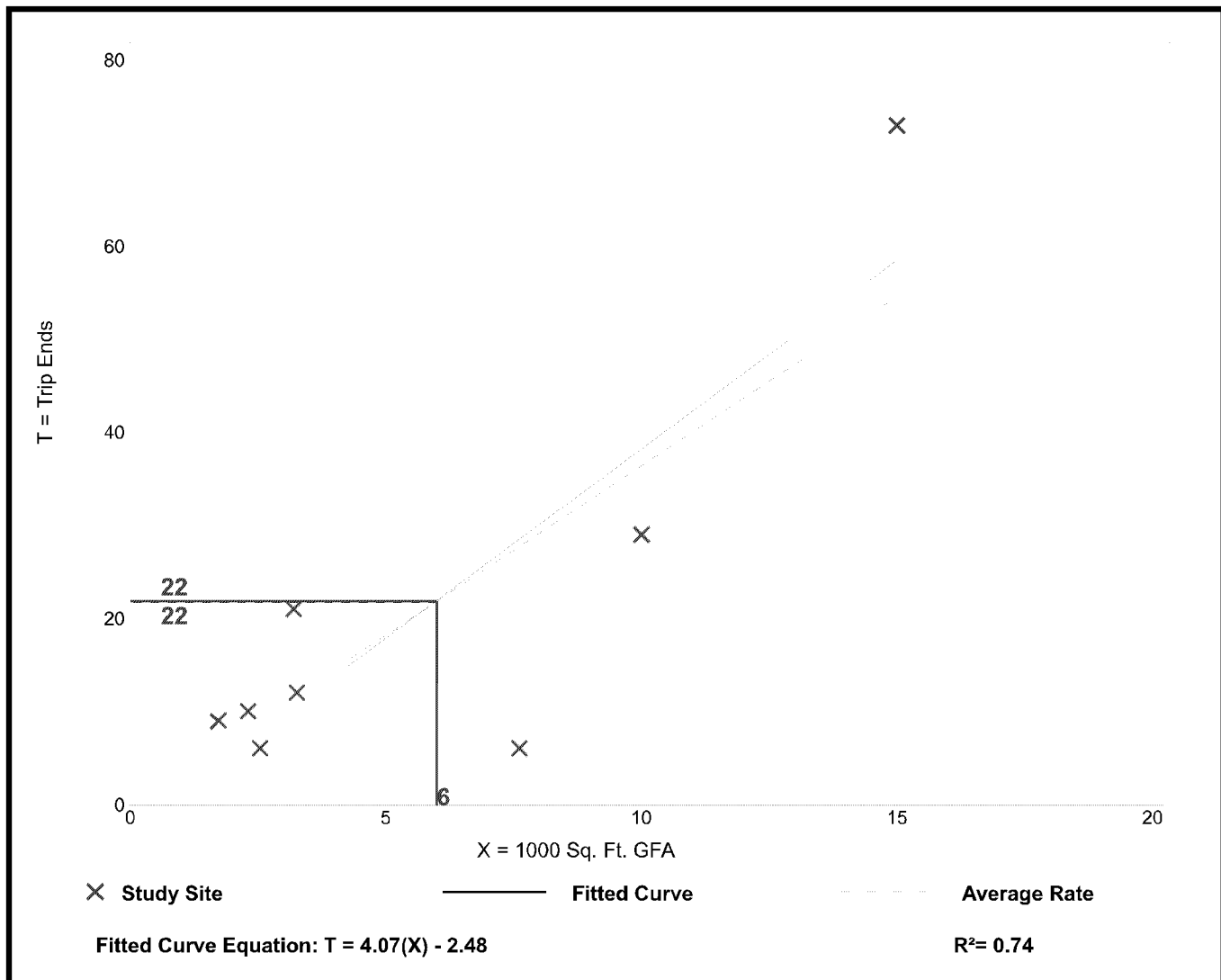
Animal Hospital/Veterinary Clinic (640)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 8
 Avg. 1000 Sq. Ft. GFA: 6
 Directional Distribution: 67% entering, 33% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.64	0.79 - 6.56	1.78

Data Plot and Equation



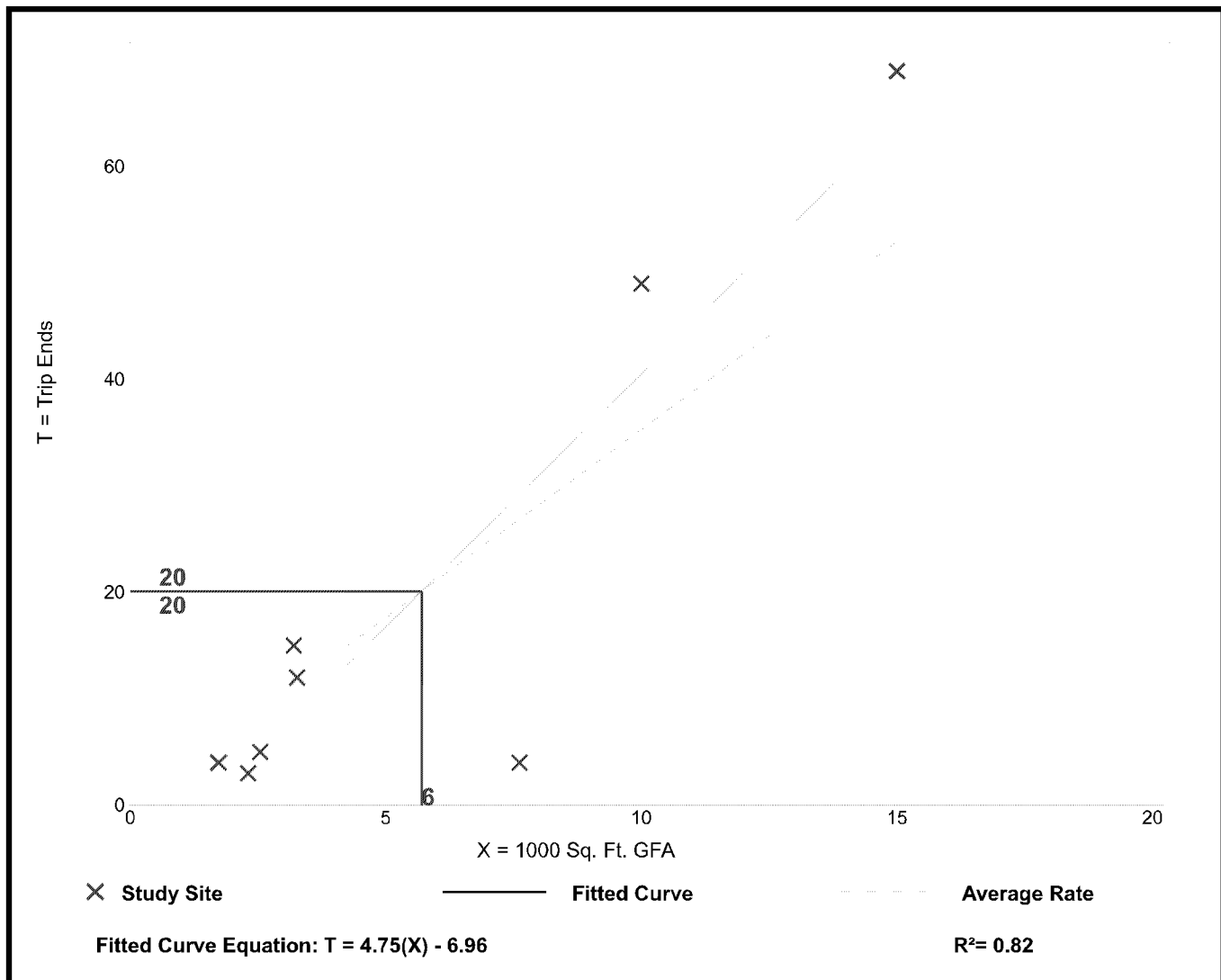
Animal Hospital/Veterinary Clinic (640)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 8
 Avg. 1000 Sq. Ft. GFA: 6
 Directional Distribution: 40% entering, 60% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.53	0.53 - 4.90	1.80

Data Plot and Equation





Memorandum

TO: Mr. Bryan Rosenblum
GW McHenry BG, LLC

FROM: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

DATE: July 27, 2022

RE: Parking Study
Animal Hospital and Wild Fork Foods
Buffalo Grove, Illinois

Eriksson Engineering Associates, Ltd. (EEA) was retained by GW McHenry BG, LLC to conduct a parking study for a proposed commercial building on the southeast corner of Lake Cook Road and Route 83 (McHenry Road) in Buffalo Grove, Illinois. The purpose of this memorandum is to assess the parking needs of the site.

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Wild Fork Foods is a specialty meat and grocery supermarket with delivery and pick-up services. They combine elements of a traditional grocery store and a specialty retailer. They specialize in meat, poultry and seafood. The store hours of operation will be 8:00 AM to 9:00 PM, seven days a week. The store is 4,000 square feet in size.

Veterinary Emergency Group will operate an animal hospital for the diagnosing or surgically or medically treating animals. Overnight boarding of animals is not proposed. Hours of operation are 24 hours a day seven days a week. Peak activity occurs between 6:00 PM to Midnight. During the day, 8:00 AM to 6:00 PM, they expect around eight cases a day. A small number of cases arrive between Midnight and 8:00 AM. The building is 6,000 square feet.

Municipal Parking Requirement

The parking requirement was calculated based on the Village of Buffalo Zoning Code (see **Table 1**) for supermarkets and animal hospitals. The total parking required is 40 spaces which is exceeded by the 49 spaces provided. Two accessible parking spaces are required and provided by the front of the building.

Table 1
Zoning Code Requirements

Use	Size	Zoning Code Requirement	Required
Wild Fork Foods	4,000 sq. ft.	General commercial/retail (individual businesses): 1.0 space per two hundred fifty sq. ft. of floor area.	16
Animal Hospital	6,000 sq. ft.	Animal kennel and hospitals: 4.0 spaces per every one thousand square feet of floor area.	24
Total			40 spaces

National Parking Data

National data of supermarket and animal hospital parking was reviewed to estimate the parking demand for the site. The Institute of Transportation of Engineers' publication Parking Generation, 5th Edition provides parking survey data (**attached**). **Table 2** summarizes the anticipated parking demand based on the ITE data which shows a peak demand of 32 vehicles on a weekday and 38 vehicles on a weekend.

Table 2
ITE Parking Survey

Use	Size	ITE Parking Demand	
		Weekday	Weekend
Wild Fork Foods	4,000 sq. ft.	12	18
Animal Hospital	6,000 sq. ft.	20	20
Totals	10,000 sq. ft.	32	38

The proposed 49 parking spaces provided will exceed the zoning code requirement (40 spaces) and the anticipated parking demand (38 vehicles) for the development.

Animal Hospital/Veterinary Clinic (640)

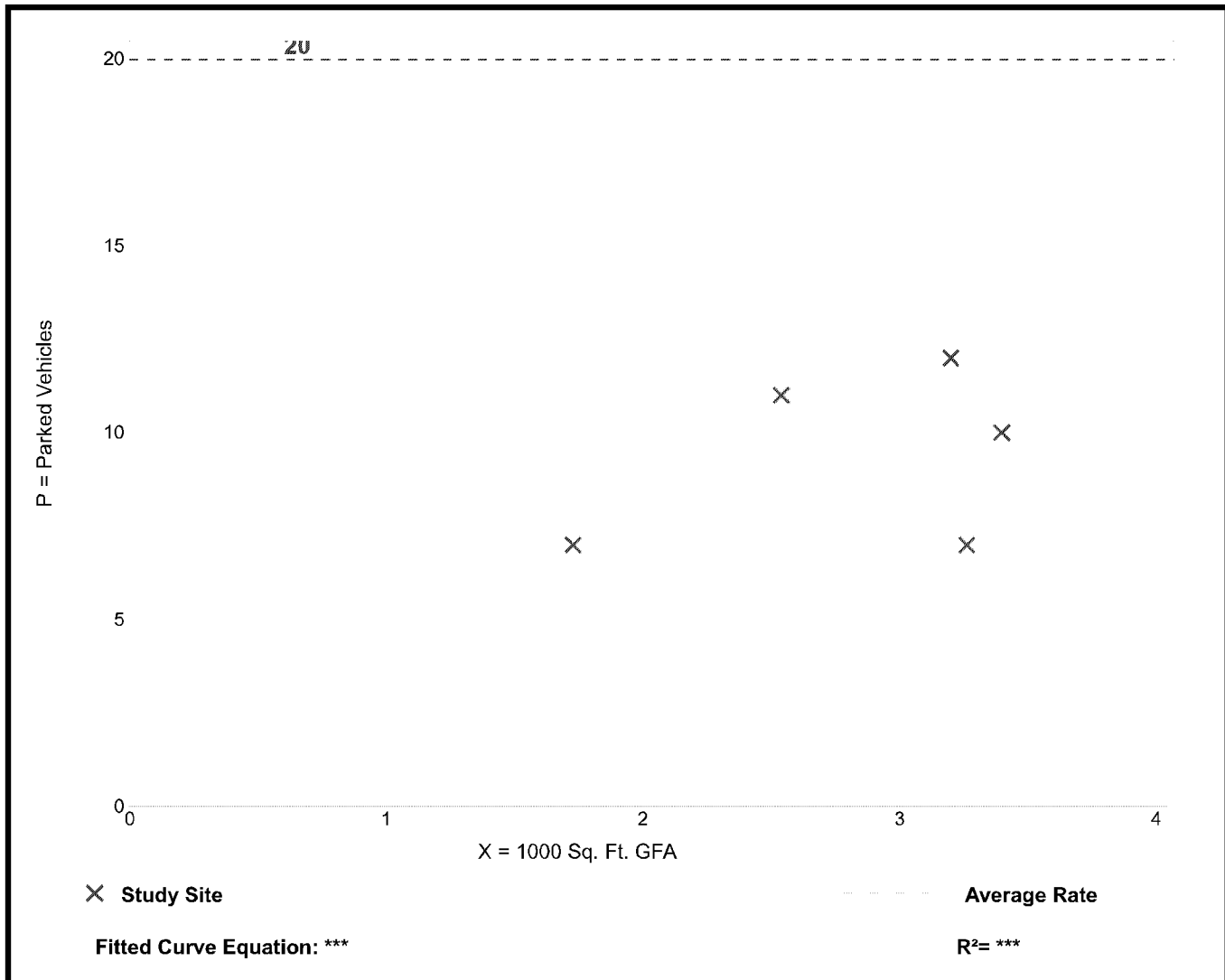
Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
 On a: Weekday (Monday - Friday)
 Setting/Location: General Urban/Suburban
 Peak Period of Parking Demand: 3:00 - 5:00 p.m.
 Number of Studies: 5
 Avg. 1000 Sq. Ft. GFA: 2.8

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.33	2.14 - 4.33	2.93 / 4.33	***	0.90 (27%)

Data Plot and Equation

Caution – Small Sample Size



Supermarket (850)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Friday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 1:00 - 5:00 p.m.

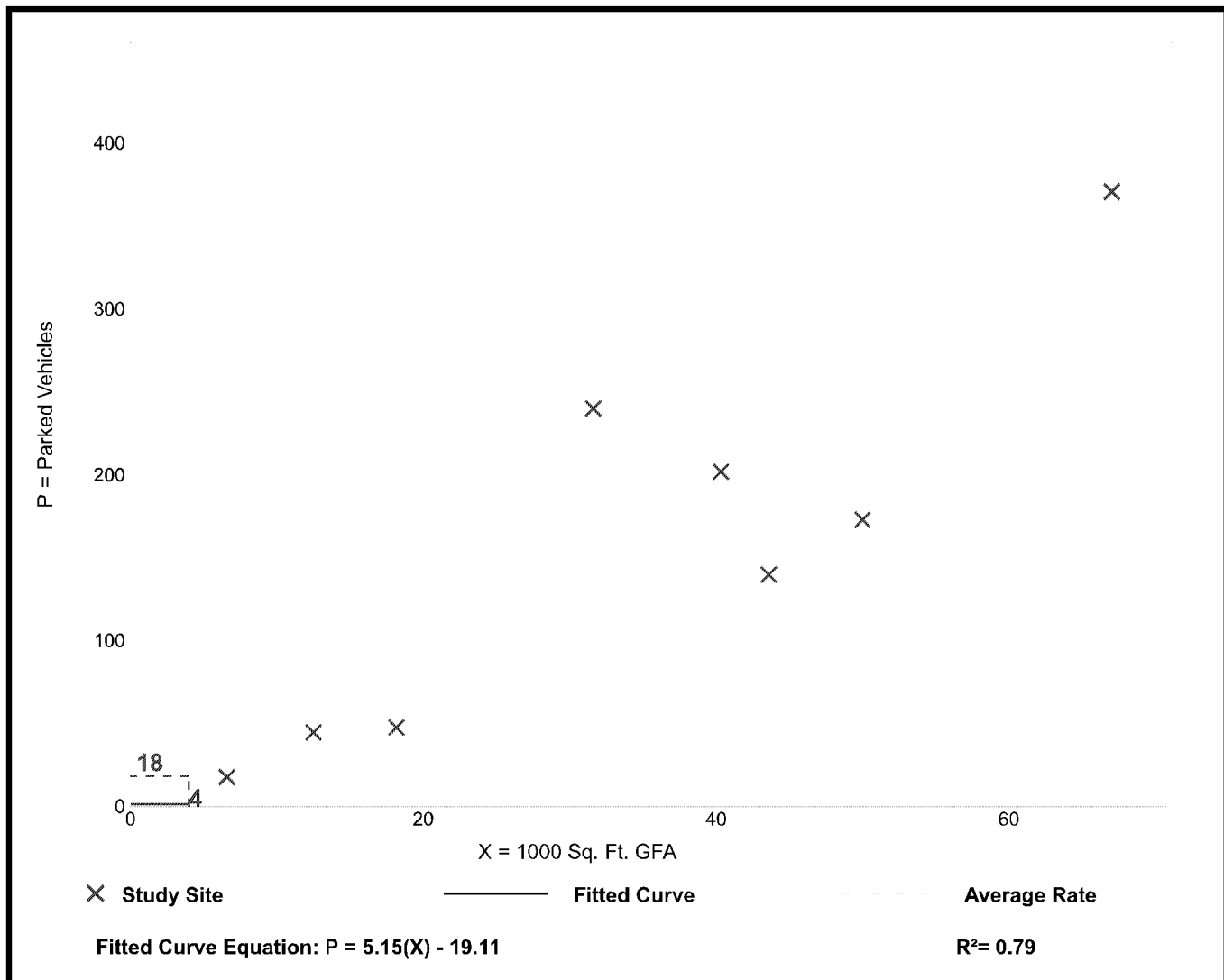
Number of Studies: 8

Avg. 1000 Sq. Ft. GFA: 34

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
4.59	2.64 - 7.59	3.20 / 6.87	***	1.60 (35%)

Data Plot and Equation



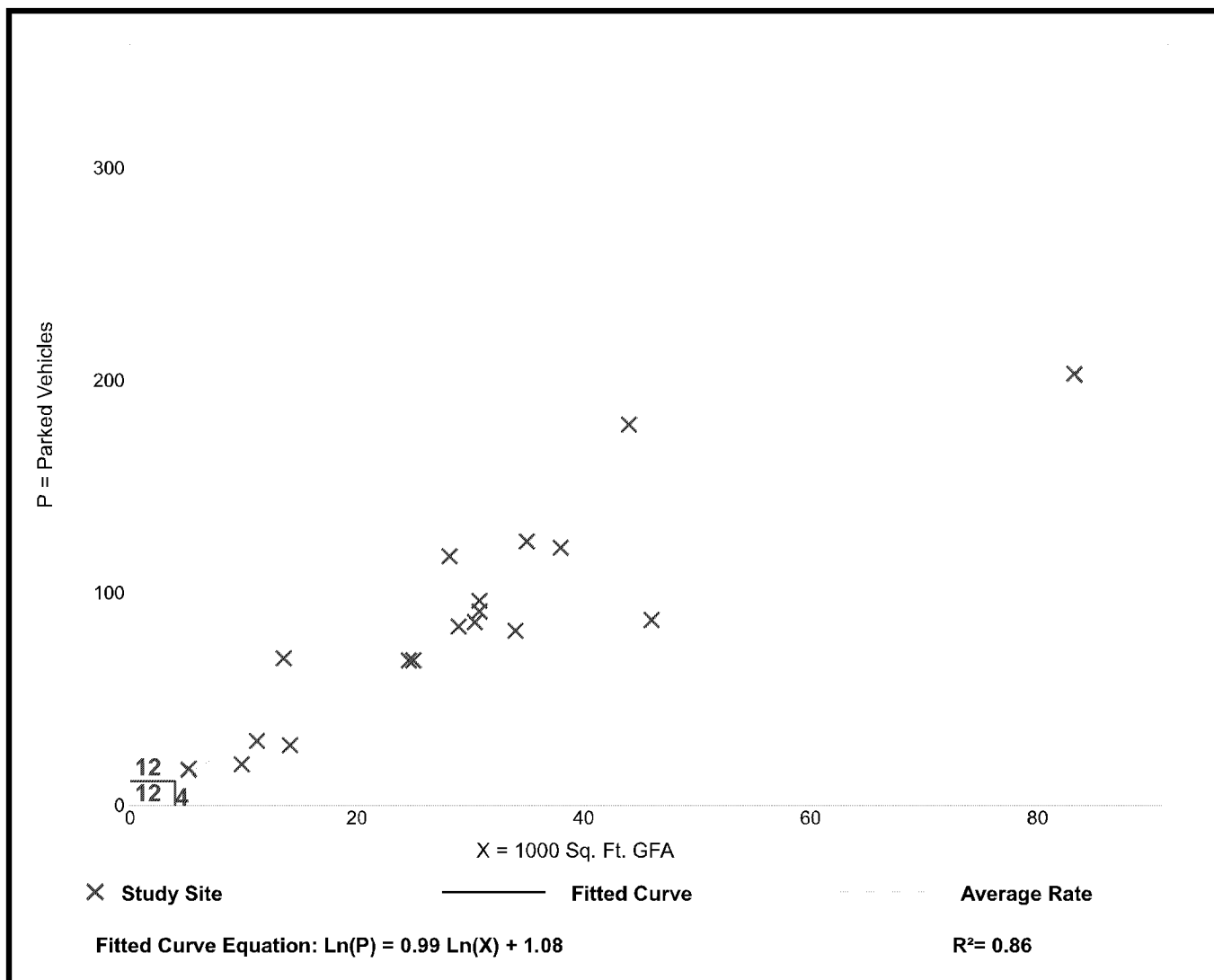
Supermarket (850)

Peak Period Parking Demand vs:	1000 Sq. Ft. GFA
On a:	Weekday (Monday - Thursday)
Setting/Location:	General Urban/Suburban
Peak Period of Parking Demand:	12:00 - 6:00 p.m.
Number of Studies:	19
Avg. 1000 Sq. Ft. GFA:	29

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.93	1.89 - 5.08	2.70 / 4.07	***	0.73 (25%)

Data Plot and Equation



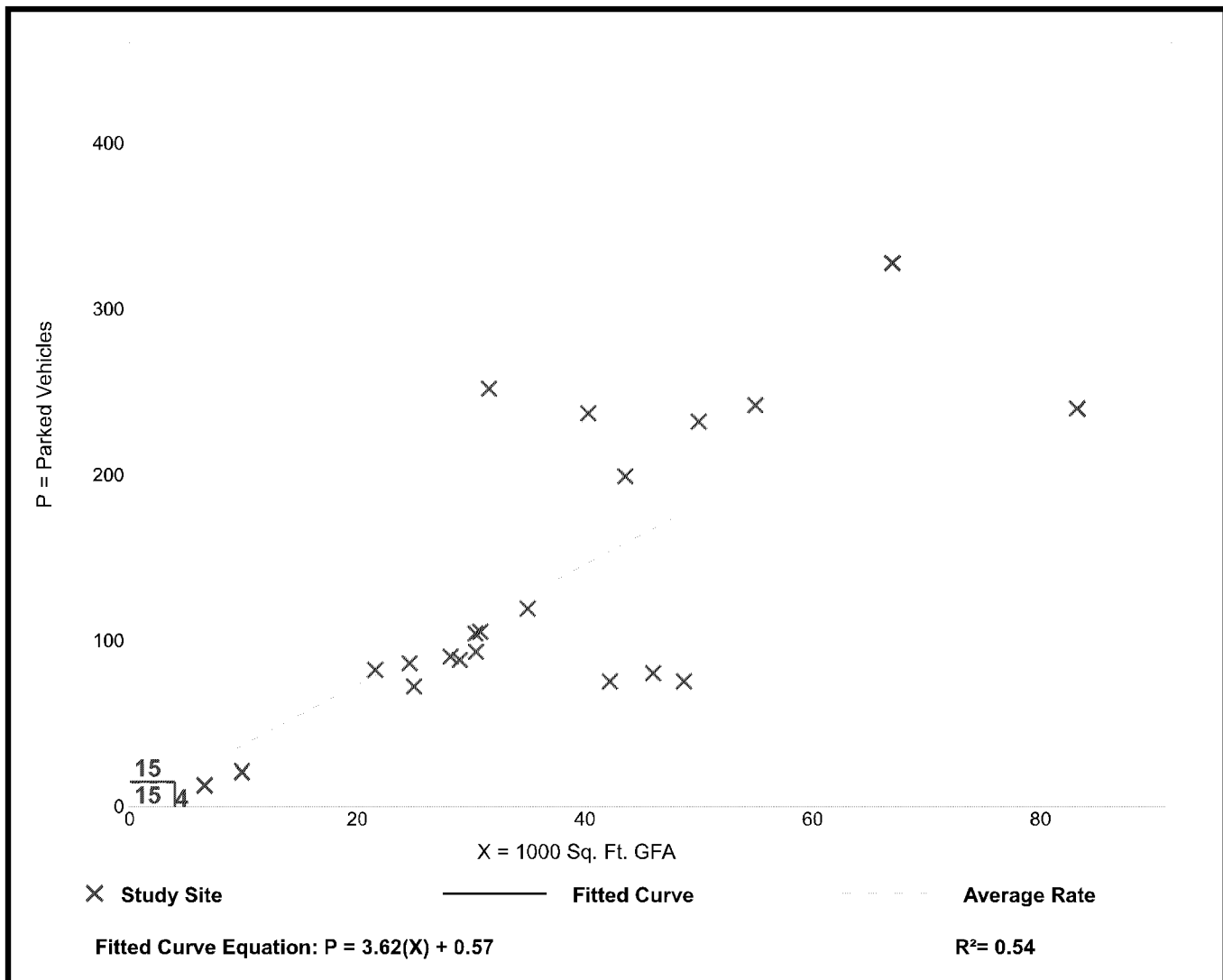
Supermarket (850)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
 On a: Saturday
 Setting/Location: General Urban/Suburban
 Peak Period of Parking Demand: 11:00 a.m. - 5:00 p.m.
 Number of Studies: 21
 Avg. 1000 Sq. Ft. GFA: 37

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.64	1.54 - 7.97	2.92 / 4.82	2.99 - 4.29	1.51 (41%)

Data Plot and Equation





2211 North Elston Avenue, Suite 400
Chicago, Illinois 60614
Main: 773.382.0445
Fax: 773.796.3037

8.H.c

August 11, 2022

Village of Buffalo Grove
Planning & Zoning Commission
50 Raupp Blvd,
Buffalo Grove, IL 60089

*RE: Proposed Development to be located at 41 South McHenry Road, Buffalo Grove, Illinois –
Wild Fork Foods Variation Justification Letter*

Pursuant to Section 14.16.070 of the Sign Code, the Applicant respectfully submits the following statements:

In the event the Applicant is required to comply with the exact provisions of the Sign Code, the proposed sign plan would not be possible to construct and install. The location of the property being situated on a hard corner in conjunction with the required signage limitations would prohibit this property from being effectively redeveloped. In order to (i) meet the requirements of the existing Sign Code and (ii) allow for appropriate building signage, it is essential to the operation of the tenant that variances be granted in order to allow for the Wild Fork Foods building signage to exceed the permitted signage length on each elevation and to also allow for the total quantity of signage to exceed the permitted 3 wall signs to a new total of 8 wall signs.

The property has the unique physical condition of being situated on the southeast corner of a significantly busy intersection. This traffic flow is necessary to generate the required demand from a retail standpoint and provide the tenant with sufficient customer demand to viable. The limitations to the building signage would impede the ability for pedestrians to adequately observe the tenant's branding.

The Applicant is not requesting special privilege, but rather consideration with regard to the building signage requirements. These variations will in no manner be materially detrimental to the character of the area, the use of the property, as well as not be injurious to the use, enjoyment and values of other property owners located in the vicinity. Ultimately, the proposed development has been reviewed extensively by our tenant and Village staff in order to determine that the variances will not be contrary to the purpose of the Title pursuant to Section 14.04.020 and 14.16.070.

Thank you for your consideration.

Sincerely,

Mitch Goltz
Principal

Attachment: Exhibit B. Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance No. 2019-042 41 S. McHenry Rd)

05/18/2022

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MAY 18, 2022**

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consider an Amendment to the Planned Unit of Development at 361 Raymond. (Trustee Johnson) (Staff Contact: Nicole Woods)

Ms. Woods provided a background on the PUD to allow an addition outside the building blocks. Additionally, Ms. Woods reviewed the history of the property and the proposed addition.

Mr. Entman, petitioner's attorney, clarified that it is a room addition. He reviewed the plans and described the petitioners' circumstances and the reason behind the addition. He reviewed the support by the neighbors and the homeowner's association approval.

Com. Richards asked if this creates a precedent within the neighborhood.

Mr. Entman believes that the answer is no, but it could spark ideas.

Ms. Woods commented on the amendment. She noted that if that were to occur, those petitioners would be evaluated on a case-by-case basis.

Com. Worlikar asked the petitioners to walk through the design of the addition and how it will blend in with the neighborhood.

Mr. Pavlovcik, petitioner's architect, reviewed the characteristics of the design.

Com. Worlikar asked if the colors match the existing structure.

Mr. Pavlovcki said he cannot attest to the colors/materials at this time.

Mr. Entman apologized by not have the colors/materials but believe will blend in with the home/existing structure.

Com. Worlikar asked if there were any concerns from their neighbors.

Mr. Youm said there are no complaints from his neighbors, the neighbors are excited.

Chairperson Cesario asked to confirm that the homeowner's association agreed.

Mr. Entman said yes.

The public hearing was closed at 7:52 PM

Com. Khan made a motion to grant a positive recommendation to the Village Board for an amendment to the residential Planned Unit of Development (Ordinance Nos. 2005 - 24, 2005-25, 2005-26) to allow for an addition to extend outside the Building Box 18 as shown on the proposed plan subject to the following conditions listed below:

1. *The addition shall be installed in accordance with the documents and plans submitted as part of the petition.*

Com. Richards seconded the motion.

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Com. Chairperson spoke in favor of the motion and thanked the homeowner for talking with his neighbors.

Com. Khan spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 6/20/2022 7:30 PM
AYES:	Spunt, Cesario, Khan, Au, Richards, Worlikar
ABSENT:	Adam Moodhe, Mitchell Weinstein

2. Consider Approval - Amend to PD, SU, Plat of Sub, Prelim & Final Dev Plan, SU and Var. at Town Center (Trustee Johnson) (Staff Contact: Nicole Woods)

Ms. Woods provided a background on the PUD amendment for The Clove.

Mr. Schoditsch, Kensington, reviewed the PUD amendment to The Clove and walked through the process of combining phase 1 and 2, where previously they were going to do them separately. He went over the changes from the original PUD to the amendment, which is due to the development of Chick-Fil-A in the out lot that has changed the trajectory of the project.

Mr. Clark, Lakotakota Group, went through the landscape plan and the walkability plan.

Mr. Rea, Kensington, walked through building B explaining what will be replaced and enhanced.

Mr. Lurk, with Chick-Fil-A, walked through the Chick-Fil-A plan and how the appearance looks like the rest of the development. He reviewed the canopies that are covering the pick-up lanes for their employees. Additionally, he reviewed the signage, materials, and colors that will be used. Lastly he talked about the pickup door vs. pickup window that will be part of the development and the dual drive lane.

Mr. Wells, Urban Street, reviewed their request for 2 foot increase, which has been brought to their attention as they have moved from the plan design phase to the construction phase.

Com. Spunt asked traffic flow.

Mr. Schoditsch explained the traffic flow and access points.

Com. Spunt asked if there would be any car changers in the lot.

Mr. Schoditsch said no.

Com. Spunt asked about Bowlaro and what they will be doing with that building.

Mr. Schoditsch said they don't own Bowlaro but will be paving their lot.

Com. Au asked about the tenants who were going move originally to accommodate Phase 1 and asked what the plan is now for those tenants.

Mr. Schoditsch explained the plan for the tenants.

Com. Au asked about the drive through lane for Chick Fil A and asked if it was going to be enough room in the que for the number of customers they attract.

Mr. Lurk said the current design is to keep traffic off Route 83. He also explained the rest of the traffic flow for cars accessing Chick-Fil-A.

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Com. Au asked if the cars would back up on Old Checker Rd.

Mr. Lurk said the dual lane will help mitigate the traffic, which is unlike other locations.

Com. Au asked if they know how many cars will be at this location at this time.

Mr. Lurk said he does not.

Mr. Schoditsch noted that in their original traffic study, they included Chick-Fil-A.

Mr. Stilling commented that the proposed Chick-Fil-A would have a 25-stack ability, close to three times what the Village requires.

Com. Richards asked about the safety of those who will have to throw out trash given the proposed location of the dumpster.

Mr. Lurk reviewed the dumpster location and reviewed the safety precautions.

Com. Richards asked if traffic would impact people walking.

Mr. Lurk said it is no different from other locations.

Mr. Schoditsch said there are other safety precautions in place to make sure those who park can safely enter Chick-Fil-A.

Com. Richards asked about the landscape and softening up the area with more landscape.

Mr. Schoditsch said they have tried to increase but explained the limitations they have with Bowlaro.

Mr. Stilling explained that Bowlaro has a significant amount of control over the parking lot.

Com. Spunt asked about the dual lane for Chick-Fil-A.

Mr. Lurk explained that the dual lane provides a safe environment for their workers.

Chairperson Cesario asked if they are aware of the thirteen conditions that are part of the petitioner's packet created by staff.

All Petitioners said yes, they are aware.

Chairperson Cesario asked staff if the proposed variations that were part of the original PUD still exist.

Ms. Woods said the reason they are back is because the plan has refined.

Chairperson Cesario commented that the amendment is modest.

Com. Worlikar asked if there is a similar design in other places for Chick-Fil-A with a dual lane that they could see.

Mr. Lurk said the one in Algonquin is very similar to the proposed Buffalo Grove Chick-Fil-A.

Com. Khan asked if they have contacted IDOT.

Mr. Schoditsch said they have been working with IDOT continuously and have received informal approval from IDOT.

Com. Khan asked if the improvements are enough or if IDOT is asking for more improvements.

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Mr. Schoditsch said they are not making any new request.

Com. Spunt asked for additional clarification of the retailers who are staying and where they will be going during construction.

Mr. Schoditsch went over the communication plan with the tenants, noting that they will be down for a few months and are aware of the situation and will continue to know what is going on.

Com. Worlikar asked if they were going to be making improvements to Old Checker Rd.

Mr. Rea said yes, they will be making improvements to Old Checker Rd to Buffalo Grove Road.

Mr. Schoditsch thanked the Commission for their time.

The public hearing was closed at 8:46 PM.

Com. Khan made a motion to grant approval for an amendment to Planned Development Ordinance No. 86-61, as amended, requesting approval for a special use for mixed use Planned Unit Development and approval of a Final Plat of Subdivision and Preliminary and Final Development Plan approval with Special Uses and Variations for a proposed plan for a 20-acre mixed-use redevelopment center with grocery store, retail, restaurants, and multi-family residential at the Buffalo Grove Town Center.

Com. Richards second the motion.

Com. Au spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Spunt, Cesario, Khan, Au, Richards, Worlikar
ABSENT:	Adam Moodhe, Mitchell Weinstein

Regular Meeting

Other Matters for Discussion

1. Workshop - Proposed Retail Building at 41 S McHenry (Trustee Pike) (Staff Contact: Nicole Woods)

Ms. Woods provided a brief background on proposed 10,000 square feet retail building at 41 S. McHenry Rd.

Mr. Goltz provided addition background on the development of the proposed development at 41 S. McHenry Rd.

Com. Spunt asked if it would be better positioned in The Clove.

Mr. Goltz said it is more complementary to the Clove with the hospital in mind.

Com. Spunt asked the petitioner to explain Wild Fork.

Mr. Goltz described the tenant as grab and go establishment.

Ms. Woods commented on the development and why the development works in accordance with the Lake Cook Road Corridor plan.

Com. Au explained more on Wildfork.

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Com. Au asked if the parking needs to be reconfigured for drivers who do delivery.

Mr. Goltz explained the grab n go concepts, which puts no additional pressure or stress on parking.

Com. Worlikar asked about access and traffic flow to the proposed retail development.

Mr. Goltz said the access will remain what it is today.

Com. Richards asked if the vet clinic was 24 hours.

Mr. Goltz said no.

Chairperson Cesario said the elevation is beautiful and really likes the concept design.

Mr. Goltz thanked the Chairperson Cesario.

Chairperson Cesario asked if they had any question they would like answered by the Commission.

Mr. Goltz said no.

Chairperson asked staff if they have anything they want the Commission to ask.

Staff said no.

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Apr 20, 2022 7:30 PM

RESULT:	ACCEPTED [5 TO 0]
AYES:	Spunt, Cesario, Au, Richards, Worlikar
ABSTAIN:	Zill Khan
ABSENT:	Adam Moodhe, Mitchell Weinstein

Chairman's Report

Chairperson Cesario congratulated the current members of the PZC on their reappointment to the Commission and went of the new addition to the Commission.

Committee and Liaison Reports

Chairperson Cesario provided a report of the Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Ms. Woods provided an overview of what the future agenda schedule will be.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:12 PM

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Chris Stilling

APPROVED BY ME THIS 18th DAY OF May, 2022

Attachment: Exhibit B. Plan Set (O-2022-92 : Ordinance Approving an Amendment NCH PUD Ordinance No. 2019-042 41 S. McHenry Rd)

08/17/2022

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, AUGUST 17, 2022**

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

Public Hearings/Items For Consideration

1. Consider Variations from the Buffalo Grove Fence Code to Allow the Construction of a 6-Foot Semi-Open Style Fence Within 45 Feet of an Intersection Encroaching into the Required Side Yard Setback (Trustee Johnson) (Staff Contact: Kelly Purvis)

Mr. Binder provided background information on the subject property.

Mr. Varghese provided additional detail regarding his fence, replacing from a 5" to 6" solid privacy fence. Specified the increased traffic.

Chairperson Cesario reviewed the variations in front of the commission for approval, going over the specifications. Mr. Cesario asked how many complaints he has received from his current fence.

Mr. Varghese said many complaints of the bad fence.

Com. Moodhe asked staff for address clarification.

Village Attorney Brankin said it was posted with the proper address and the sign and notices were posted properly as well.

Com. Moodhe asked if staff had received any calls.

Mr. Binder said no.

The Village Staff report was entered exhibit one.

Mr. Varghese thanked the commission for their time.

The public hearing closed at 7:40 PM.

Com Weinstein made a motion to grant variations to Section 15.20 of the Buffalo Grove Fence Code to allow the installation of a 6-foot semi-open fence on the property at 401 Claret Drive that exceeds the maximum height of a corner yard fence, encroaches into the corner side yard setback along Vintage Lane, and is within 45 feet of the intersection of Checker Road and Vintage Lane, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

Com. Richards seconded the motion.

Com. Moodhe spoke in favor of the motion.

Com. Worlikar spoke in favor of the motion.

Com. Weinstein spoke in favor of the motion.

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RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan

2. Consider Variations from the Buffalo Grove Fence Code to Allow the Construction of a 6-Foot Privacy Fence Along the Interior Side Yard and Extending Beyond the Front Line of the Building at 1131 Twisted Oak Lane (Trustee Pike) (Staff Contact: Kelly Purvis)
- Mr. Binder provided a background on the subject property.*
- Mr. Gillick provided additional background on the requested 6" solid fence. He explained that the ditch and the unsightly vegetation is what they would like to screen.*
- Com. Au referenced packet page 28 and asked how tall the fence in the neighboring yard.*
- Mr. Binder said he does not know.*
- Com Au asked if staff knows if there is a variation in the neighborhood like the one being proposed.*
- Mr. Binder said he would need to look it up to verify.*
- Com. Au asked why 6", if 5" is permitted.*
- The petitioner said the foliage is unsightly and would prefer 6".*
- Com. Moodhe referenced packet page 30. He asked if the petitioner installed the seawall.*
- Mr. Gillick said yes.*
- Com. Moodhe asked whose vegetation it is.*
- Mr. Gillick said it is his neighbors.*
- Com. Moodhe asked if he knew the last time staff was out to clear vegetation.*
- Mr. Gillick said he did not know.*
- Com. Moodhe referenced packet page 31.*
- Com. Moodhe asked if he has any pictures of the other side of the creek.*
- Mr. Gillick said no.*
- Chairperson Cesario asked if staff is okay with the angle of the fence.*
- Mr. Binder said he will not know until the permit is submitted.*
- Chairperson Cesario asked if there will need to be access to the creek that would be blocked with the fence.*
- Mr. Binder said no.*
- Ms. Purvis explained the post hole inspection will also make sure the fence is structural secure.*
- Chairperson Cesario asked if there were any calls.*
- Mr. Binder said no.*
- Com. Spunt asked if there will be any access.*

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Mr. Gillick said he may put one.

Com. Worlikar asked how far forward the fence will go in the front.

Mr. Binder explained the picture of the front view.

Mr. Gillick said the fence will be exactly where the existing fence is.

Com Weinstein said the only real footprint change is the height of the fence.

The staff report was entered as exhibit one.

MR. Gillick thanked the Commission for their time.

The public hearing closed at 8:04 pm

Com. Weinstein made a motion to grant variations to Section 15.20 of the Buffalo Grove Fence Code to allow a 6-foot solid privacy fence along the interior side yard and extending beyond the front line of the building at 1131 Twisted Oak Lane, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

Com. Moodhe seconded the motion.

Com. Weinstein spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

Com. Spunt spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan

3. Consideration of an Amendment to Ordinance No. 2019-042 and an Amendment to the Preliminary Plan, Approval of a Veterinary Hospital Use, and Variations from the Sign Code Related to the Number and Size of Wall Signs Proposed, All to Allow the Construction of a 2-Tenant Commercial Building on 41 S. McHenry Road (Trustee Ottenheimer) (Staff Contact: Kelly Purvis)

Ms. Purvis provided a background of the NCH property and outlot.

Mr. Goltz briefly reviewed the variations for the tenants of the outlot building and the new additions.

Com. Spunt asked if there is proper entrance signage?

Mr. Goltz said the entrance signage is posted on the doors.

Com. Spunt asked if there are any drive-throughs.

Ms. Purvis said no drive-throughs are being proposed.

Com. Au asked staff what signage would be permitted.

Ms. Purvis explained what signage is permitted for the zoning. She explained three wall signs are permitted, but technically with the way the building is permitted, there would be 8 wall signs.

Com. Au asked if the flames themselves meet the criteria.

08/17/2022

Ms. Purvis said the flames would be permitted.

Com. Worlikar asked about the south elevations that were part of the staff report.

Ms. Purvis explained why the proposed pictures are different.

Com. Worlikar asked if there will be directional signs.

Mr. Goltz said the proposed is a monument sign, which will provide direction.

Chairperson Cesario noted the conditions regarding directional signs in the recommended approval.

Com. Moodhe asked staff about the suggested motion.

Ms. Purvis explained why there are modifications for veterinary hospital.

Com. Moodhe asked what the square footage is of the signage. He suggested that staff get ahead and look at sizes.

Ms. Purvis said 250 square feet for wild fork signage.

Com. Weinstein asked if the petitioner is familiar with signage on other wild fork buildings. He asked if the signage would be permitted if it were on a canopy.

Ms. Purvis said yes, it would be.

Mr. Goltz said that there are no canopies on any of their other buildings. He explained how the look of no canopy gives an elevated look.

Com. Au asked if they could put the signage on the canopy.

Ms. Purvis confirmed with wild fork that the signage is flush with the wall.

Com. Au asked what the Village defines as a canopy.

Ms. Purvis provided the definition of a canopy.

Chairperson Cesario asked if it was going to be 24 hours for the veterinary hospital.

Ms. Purvis said yes, it is 24 hours.

Ms. Purvis explained that Commissioners could remove the three signs for the recommended motion.

Com. Moodhe asked how far back the building is from the corner.

Mr. Goltz said 25 feet.

Com. Moodhe believes traffic would not be able to see that signage with how busy it is.

Com. Richards spoke in favor of the signage over the signage at their other locations.

Com. Davis spoke in favor of the signage as presented and commenting that it looks modern.

Com. Spunt said that the signage with the words is too cluttered.

Chairperson Cesario would like to make the motion as presented.

Com. Au said she feels very strongly against the string of wording on the building. However, she like the rest of the package. Her sole concern is the length of the signage and the repetitive words.

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Chairperson Cesario asked if they could split the motion.

Village Attorney, Mr. Brankin said it is one applicant.

Mr. Goltz explained the signage again and the purpose of the signage.

Mr. Brankin explained that the applicant will work with staff to reduce the signage.

Mr. Goltz said he would be happy to go back to the tenants.

Com. Davis said if it was a canopy they would not be here.

Ms. Purvis said correct.

The Village staff report was entered exhibit one.

The public hearing closed at 8:51 pm.

Com. Weinstein made a recommendation The PZC recommends approval of amendment to Ordinance No. 2019-042 and an amendment to the Preliminary Plan, approval of a Veterinary Hospital use, and Variations from the Sign Code for the number and size of wall signs proposed for the Wild Fork tenant space, all to accommodate the construction of a new 2-tenant commercial building at 41 S. McHenry Road, subject to the following conditions:

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

Com. Richards seconded the motion.

Chaiperson Cesario said it was a great discussion. Overall, he spoke in favor of the motion as proposed. He would also be in favor if the words were reduced.

Com. Weinstein said he is not a fan of that particular signage but would like to see something different.

Com. Moodhe said he would like if they worked with staff to reduce the number of words because he real likes the rest of the package.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 9/19/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Zill Khan

Regular Meeting

Other Matters for Discussion

Approval of Minutes - July 20, 2022 Meeting

1. Planning and Zoning Commission - Regular Meeting - Jul 20, 2022 7:30 PM

08/17/2022

RESULT:	ACCEPTED [7 TO 0]
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Davis
ABSTAIN:	Neil Worlikar
ABSENT:	Zill Khan

Chairman's Report

Chairperson Cesario spoke about the board meeting he attended and the proposed improvements that are coming to the PZC in the future for Mike Rylko Park.

Committee and Liaison Reports

Staff Report/Future Agenda Schedule

Ms. Purvis said there is nothing on the future agenda schedule at this time.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:00 PM

Action Items

Chris Stilling

APPROVED BY ME THIS 17th DAY OF August, 2022



Ordinance No. O-2022-93 : Award of Bid Roof Project PD

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Otto Baum Company, Inc for the Police Station Skylight Repair project in an amount not to exceed \$31,595.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Roof PD Memo (DOCX)
- Roof PD Ordinance (DOCX)
- Bidtab-Police Roof (PDF)
- 17926 VBG Police Department Skylight Repair Bid Recommendation (PDF)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, September 19, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: September 13, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Police Station Skylight Repair

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Otto Baum Company, Inc for the Police Station Skylight Repair project in an amount not to exceed \$31,595.00 pending review and approval by the Village attorney.

Background

The capital improvement plan identified several roof replacement & repair projects for 2022. The skylight cluster at the Police Station was among several of the facilities rated as most in need of repairs. This work includes but is not limited to wet sealing the entire skylight system as well as making modifications to the existing sill flashing at all lower edges of the skylights. Staff used the roofing consultant Industrial Roofing Services (IRS) to draw up plans and specifications and sought bids for this work.

Bids were opened on August 25, 2022, and staff received five bids. Those bids were reviewed by staff and IRS. Based upon the review and comments provided, staff recommends an award of bid to the lowest responsive and responsible bidder Otto Baum Company, Inc., as shown in the attached bid tabulation.

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH OTTO BAUM COMPANY INC, FOR THE
POLICE STATION SKYLIGHT REPAIRS**

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Otto Baum Company, Inc at a price not to exceed \$31,595.00 pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Roof PD Ordinance (O-2022-93 : Award of Bid Roof Project PD)

Village of Buffalo Grove
Public Works Department

2022 Skylight Repair Project Police Department

Tabulation

Bid Opening: August 25, 2022

	Berglund Construction Co 8410 S. South Chicago Ave. Chicago, IL 60617	Continental Construction Co 1919 Greenwood St Evanston, IL 60201	G.E. Riddiford Company 2333 Hamilton Rd Arlington Heights, IL 60005	L. Marshall, Inc. 2100 Lehigh Ave Glenview, IL 60026	Otto Baum Co. 886 N. Main St Morton, IL 61550
Bid Bond:	Yes	Yes	Yes	Yes	Yes
Signed Addendum	Yes	Yes	Yes	Yes	Yes
Total Base Bid	\$39,750.00	\$68,000.00	\$42,900.00	\$77,000.00	\$31,595.00
TOTAL COST	\$39,750.00	\$68,000.00	\$42,900.00	\$77,000.00	\$31,595.00

Attachment: Bidtab-Police Roof (O-2022-93 : Award of Bid Roof Project PD)

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone: (262) 432-0500
Fax: (262) 432-0504
www.irsroof.com

August 29, 2022

Mr. Nickelos Smith
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL

SUBJECT: Police Station Skylight Repair
46 Raupp Boulevard
Buffalo Grove, IL
IRS Job No. 17926

Dear Mr. Smith:

Bids for the above referenced project were opened on Thursday, August 25, 2022. Five (5) contractors submitted bids. Base Bids ranged from \$31,595.00 to \$77,000.00.

It is recommended that you accept the low Base Bid from Otto Baum Co., in the amount of \$31,595.00.

If you should have any questions regarding the above, please feel free to contact me.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

Dave Angove

Dave Angove
Project Manager

Attachment: 17926 VBG Police Department Skylight Repair Bid Recommendation (O-2022-93 : Award of Bid Roof Project PD)



Ordinance No. O-2022-94 : Waiver of Bids - Lead Service Line Replacements

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests that the Village Board waive bids and authorize the Village Manager to execute an agreement with Joel Kennedy Contractors (JKC) for lead service line replacements in an amount not to exceed \$31,195.20 pending review and approval by the Village Attorney.

ATTACHMENTS:

- Service Line Replacement Memo (DOCX)
- JKC Ordinance (DOCX)
- BuffaloGroveWaterServiceReplacement_Proposal_08.23.2022 (PDF)
- General Rider 2022 JKC proposal 002201 (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, September 19, 2022

**VILLAGE OF
BUFFALO GROVE**



MEMORANDUM

DATE: August 31, 2022

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

RE: Authorization to Waive Bids and Execute an Agreement with Joel Kennedy Contractors

Recommendation

Staff recommends that the Village Board waive bids and authorize the Village Manager to execute an agreement with Joel Kennedy Contractors (JKC) for lead service line replacements in an amount not to exceed \$31,195.20 pending review and approval by the Village Attorney.

Background Information

Over the last few years, the State of Illinois has established new legal requirements for Public Water Systems regarding lead. Largely these requirements are connected to the frequency of testing for lead in the system along with the identification and removal of lead services lines. Lead service line replacement will be the immediate responsibility of the Public Water System, regardless of how local ordinances establish ownership.

Fortunately for the Village of Buffalo Grove, we have only two lead water service lines. Public Works has been working directly with those homeowners to facilitate a replacement process.

Given the specialized nature of the work, we have spoken with several other communities on who they have hired for these services. Wheeling has used Joel Kennedy Contracting for approximately 100 services lines, achieving tremendous results at cost effective prices. JKC has specialized equipment that allows them to be minimally invasive at the point of connection to the main and within the home. This reduced construction footprint along with significant experience, allows them to lower their cost significantly below the competition as the other two quotes the Village received were over \$50,000.

Staff requests authorization to waive bids and execute an agreement with Joel Kennedy Contractors for lead service line replacements at an amount of \$31,195.20. The quote for the services is \$25,996.00, however a 20% owner's contingency is being added due to the nature of the work.

ORDINANCE 2022 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH JOEL KENNEDY CONSTRUCTING CORP.

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

WHEREAS, the Village seeks to enter into a Construction Agreement with Joel Kennedy Constructing Corp. for lead water service replacement at 16 Marquette Place and 18 Linden Avenue.

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 a Construction Agreement with Joel Kennedy Constructing Corp. for lead water service replacement at 16 Marquette Place and 18 Linden Avenue at a price not to exceed \$31,195.20, subject to the review and approval of the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: JKC Ordinance (O-2022-94 : Waiver of Bids - Lead Service Line Replacements)

PROPOSAL

Joel Kennedy Constructing Corp.
2830 N. Lincoln Ave.
Chicago, IL 60657
O: (773) 286-7757 F: (773) 286-7758
Estimator: Michael Patti, P.E.

PROPOSAL: 002201

DATE: 8/23/2022

CLIENT:

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

PROJECT:

Village of Buffalo Grove
 Lead Service Line Replacement

Furnish labor, materials, equipment, and supervision in accordance with the information provided in the email dated August 19, 2022 to replace the lead water service lines at 16 Marquette Place and 18 Linden Avenue.

Lump Sum : \$25,996.00

Price INCLUDES:

- Install new 1" copper service lines from new main connection to meter, including new corp, roundway, B-box and any additional fittings required to make the connection.
- Any and all repairs to the resident's home, including but not limited to, foundation walls, crawlspace and meter access point.
- Abandon in place existing service line. Remove existing corp and place sleeve (under pressure).
- CA-11 trench backfill under all hard surfaces (in accordance with IDOT specifications).
- All excavations will be brought to grade with appropriate fill.
- From first day of physical construction to completion of work, all work will be completed within 14 calendar days.
- All work will be completed by November 18th, 2022.
- All local, State and Federal ordinances and regulations will be observed.
- All materials will be in accordance with the attached exhibit.
- Attached General Rider will be executed and followed.
- Work to be completed the same day and during normal working hours.

Price EXCLUDES:

- Bonding, permits or fees.
- Tree removal.
- Exterior restoration - concrete, asphalt and parkway restoration or landscaping.
- Soil testing and analysis.
- Contaminated soil removal and disposal.
- Rock and/or boulder removal or obstruction.
- Repair of damaged utilities or irrigation lines not located by J.U.L.I.E. or the homeowner.
- Sanitary or storm sewer replacement. If sewer replacement is required it will be invoiced on a time and material basis.

Notes

This proposal is valid for 30 calendar days.

Attachment: BuffaloGroveWaterServiceReplacement_Proposal_08.23.2022 (O-2022-94 : Waiver of Bids - Lead Service Line Replacements)

The Village of Buffalo Grove has two residential locations where we are seeking a proposal to remove lead service lines, see below for their general location.

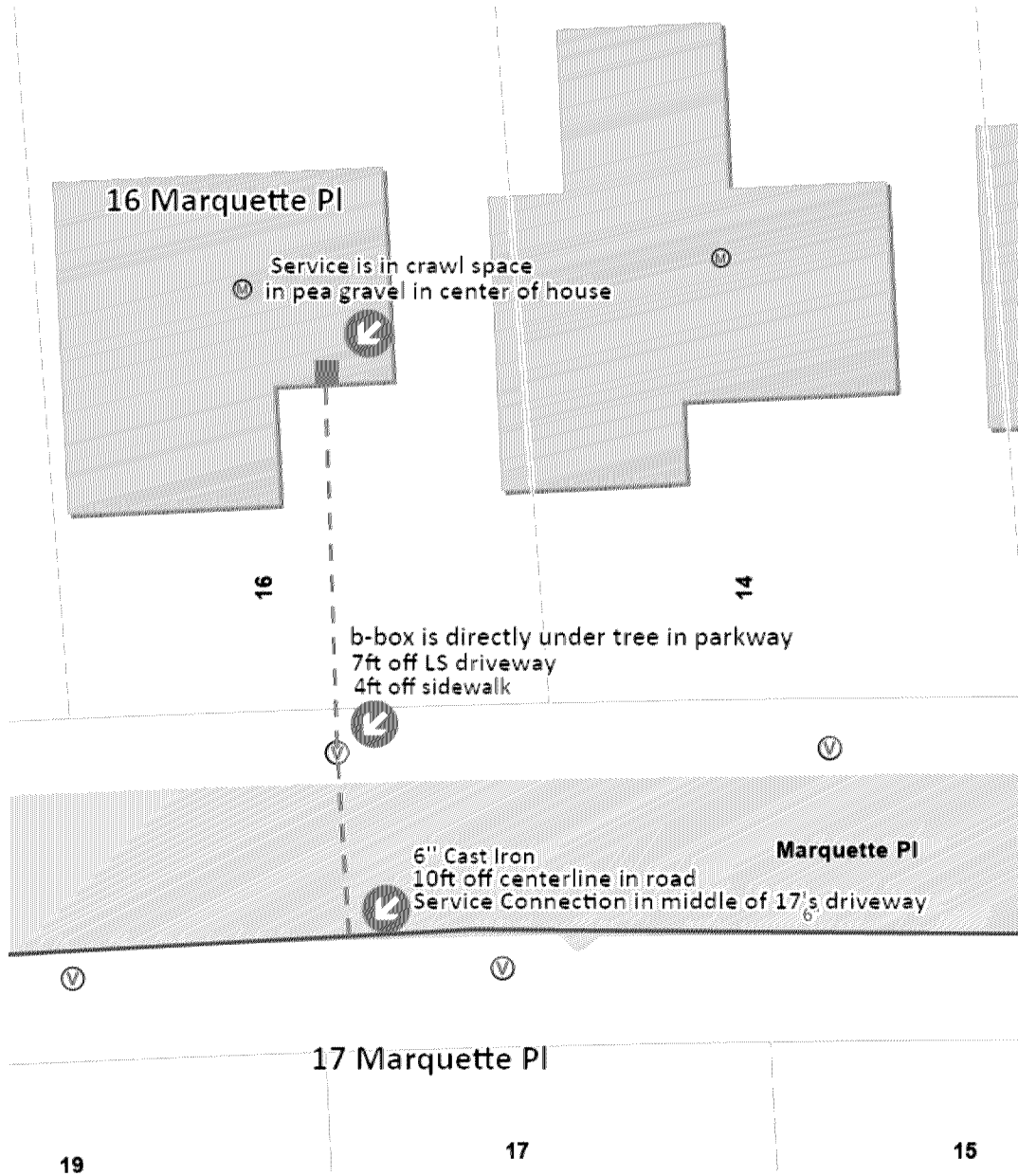


16 Marquette Place

Utility and Service Information

- B-box is located 7ft off left side of driveway 4ft off sidewalk in parkway under base of the tree.
 - Used metal detector and marked two spots at the base of the tree where we can detect metal
- We cannot locate water main or service line using the locator. Tried hooking up to hose spigot on 16 Marquette, b-box and hydrant at 19 Marquette with no luck.
- From previous meter/service inspection the water service enters the home under foundation under plastic shed between two front windows
- Water Main is 6" Cast Iron in the south side of the road/curb line.
 - Approximately 10ft south of center line of road
 - Service connection to main is in the road, roughly center of 17 Columbus driveway 10ft off center line of road





Photos of Area













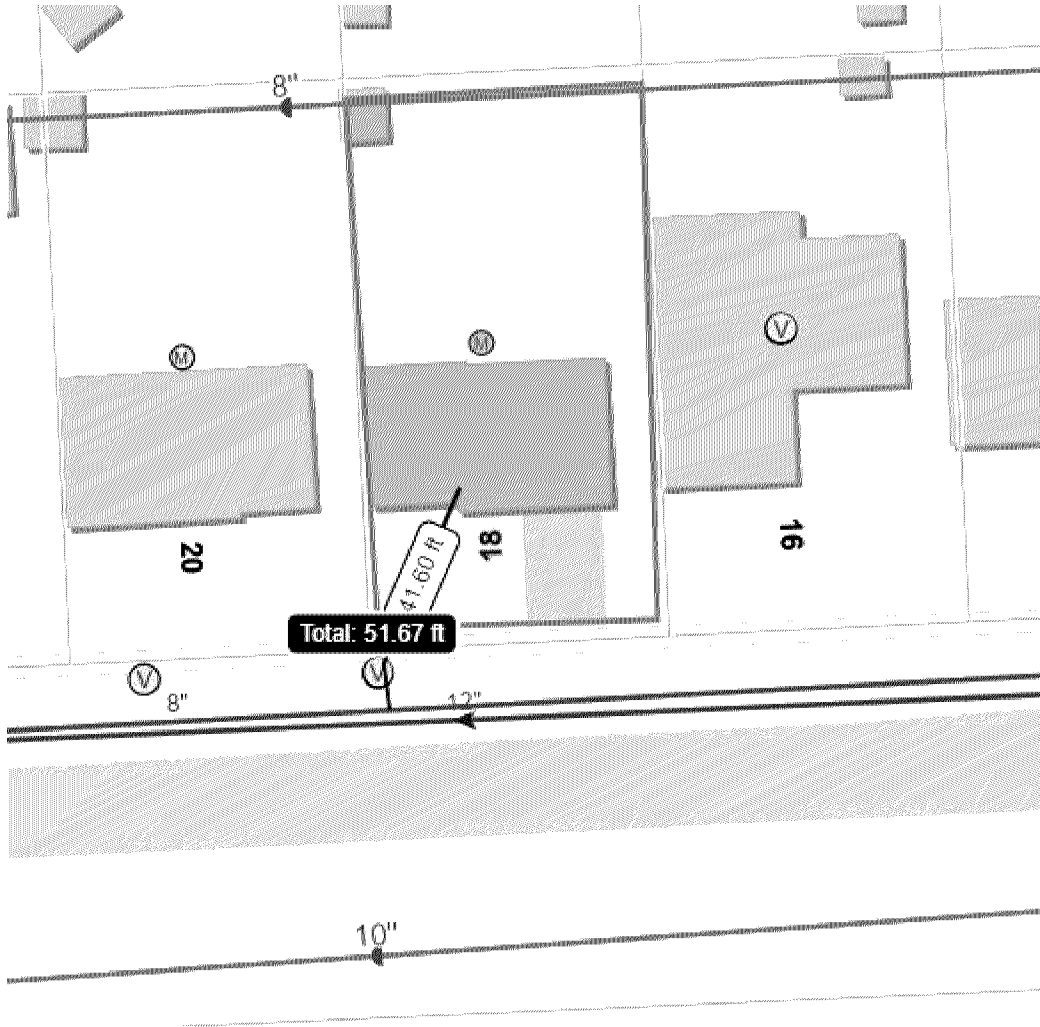


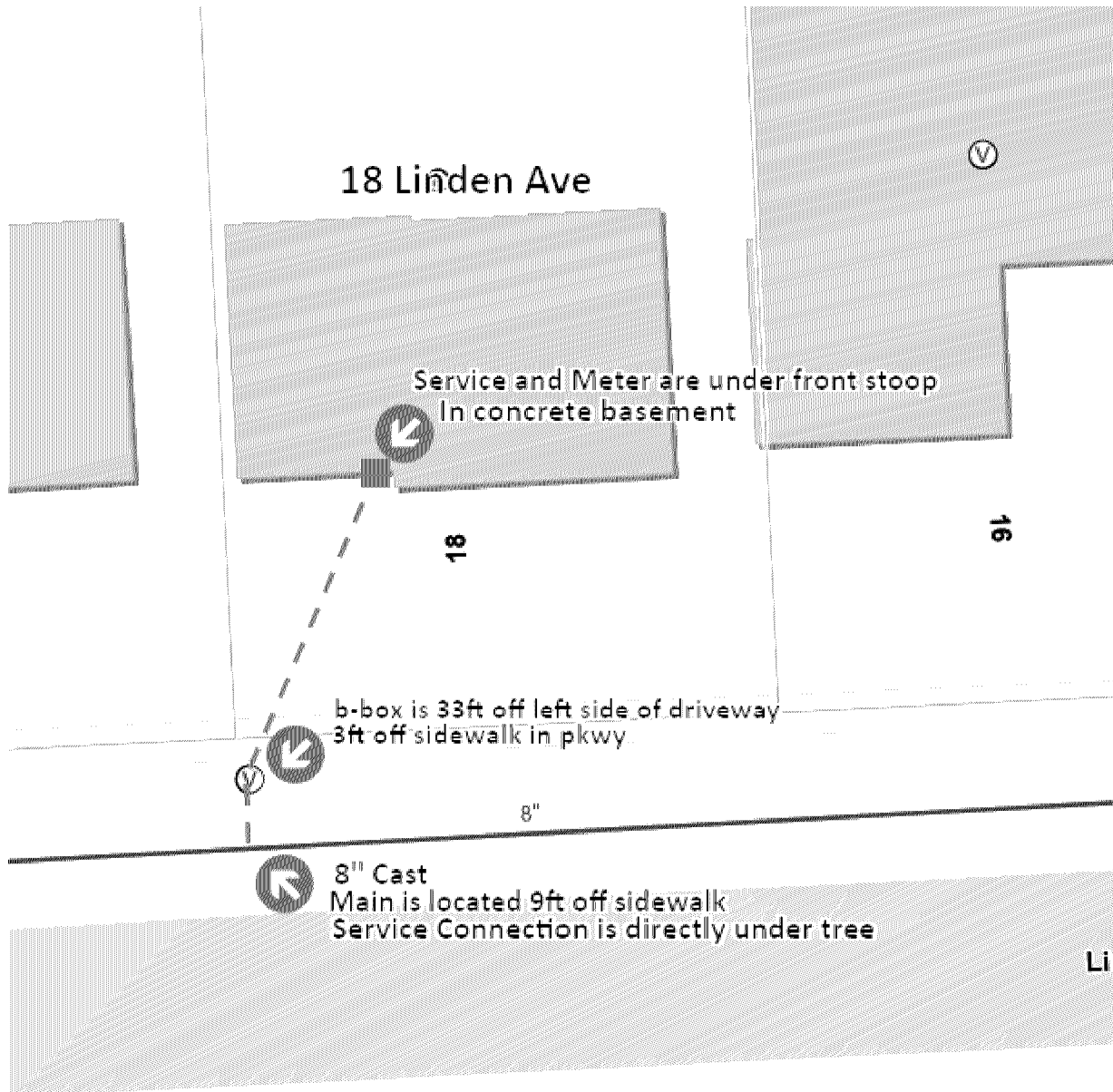


18 Linden Ave

Utility and Service Information

- B-box is located 33ft off left side of driveway 3ft off sidewalk in pkwy
 - Tree Roots surround b-box cap and shaft
 - Was unable to key b-box and has old style b-box cap with set screw
- Service Connect to main appears to be directly under tree in pkwy
- Water Main 8" Cast is located approximately 9ft -9.5ft off sidewalk
- Parkway is a total of 18ft wide
- Was able to locate water main and service with locator
- Service line, b-box, water main are all on the same side of the road
- Service can be located halfway into the front yard then connection drops.
 - Goes towards front left corner of house by gas meter















Project Scope

Install new 1" copper service lines from new main connection to meter.

Includes new corp, round way, b-box and fittings

Any and all repairs to the resident's home, including but not limited to, foundation walls, crawlspace and meter access point

Abandon in place existing service line

Remove existing corp and place sleeve (under pressure)

CA-11 trench backfill under all hard surfaces (in accordance with IDOT specifications)

All excavations shall be brought to grade with appropriate fill

From first day of physical construction to completion of work, all work should be completed within 14 calendar days

All work should be completed by November 18th, 2022. If unable to complete work by that date and would like to propose an alternate completion date with quote the Village is willing to consider all options.

All local, State and Federal ordinances and regulations must be observed.

All materials shall be in accordance with the attached exhibit

Attached General Rider will have to be executed and followed as well as all other conditions of the quote and this request.

Work Done by Others

- Tree Removal
- Restoration – includes concrete, asphalt, and turf
- Village will assist with resident coordination, but the contractor will be expected to be courteous and helpful to the resident's needs and questions throughout the process

Rider to Proposal #002201

GENERAL TERMS

A. The Village is an Illinois unit of local government, and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number

B. 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, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, Local Government Prompt Payment 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.

C. To the fullest extent permitted by law, the Contractor hereby agrees to defend, 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 in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

D. Conflict of Terms. In case of any conflict between the terms of this Rider and the terms of the attached Proposal, the terms of the Rider shall prevail.

E. In addition to the requirements set forth above, the Contractor (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. Contractor 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 Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

F. Within five (5) business days after the Village's notice to the Contractor of the Village's receipt of a request made pursuant to the Illinois Freedom of Information Act [ILCS 140/1 et seq. – herein "FOIA"], the Contractor shall furnish all requested records in the Contractor's possession which are in any manner related to this Contract, including but not limited to any documentation related to the Village and associated therewith. The Contractor shall not apply any costs or charge any fees to the Village or any other person, firm or corporation for its procurement and retrieval of such records in the Contractor's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Contractor shall defend, indemnify and hold harmless the Village including its several departments and including its officers and employees and shall pay all of the Costs associated with such FOIA request or requests including Costs arising from the Contractor's failure or alleged failure to timely furnish such documentation and/or arising from the Contractor's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Contractor's and/or the Village's defense of any litigation associated therewith. In addition, if the Contractor requests the Village to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Contractor shall pay all Costs in connection therewith. As used herein, "in the Contractor's possession" includes documents in the possession of any of the Contractor's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorney's fees, witness fees, filing fees and any and all other expenses — whether incurred by the Village or the Contractor.

G. Sexual Harassment Policy: The Contractor certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.

H. Tax Payments: The Contractor certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

I. The parties hereto agree that for purposes of any lawsuit(s) between them concerning this rider or contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois, and the laws of the State of Illinois shall govern the cause of action.

INSURANCE TERMS AND CONDITIONS

1. Contractor's Insurance

Contractor 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 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. 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

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) 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:

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 insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages 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 coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

2. Indemnity/Hold Harmless Provision

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, 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 in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, and employees as herein provided.

B. Kotecki Waiver. In addition to the requirements set forth above, the Contractor (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. Contractor 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 Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of

Name of Company: _____, and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of CONTRACTOR'S workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - d. Abide by the terms of the statement; and
 - e. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Accepted by:

Signature

Printed Name & Title

Subscribed and sworn to before me this _____ day of _____, 2022

Notary Public:



Ordinance No. O-2022-95 : Ordinance Approving an Amendment to the Existing Economic Incentive Agreement Between the Village of Buffalo Grove and Business IT Source Located at 850 Asbury

Recommendation of Action

Staff recommends approval, subject to the final approval of the Village Attorney and the Village's receipt of an executed lease extension.

In 2017, the Village entered into a sales tax sharing agreement with Business IT Source (BITS) at 850 Asbury. Both staff and BITS are seeking the Village Board's approval for an amendment to extend the terms of the agreement to June 30, 2028, as well as provide for a 5-year extension. Additional information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit A First Amendment to EIA 9.12.22 (DOCX)
- 2017-45 (PDF)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



DATE: September 15, 2022

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: First Amendment to the Incentive Agreement with Business IT Source (BITS) at 850 Asbury

Recommendation

Staff recommends that the Village Board approve an Ordinance authorizing the First Amendment to incentive Agreement with Business IT Source (BITS) at 850 Asbury, subject to the final approval of the Village Attorney and the Village's receipt of an executed lease extension.

Background

In 2017, the Village entered into a sales tax sharing agreement with Business IT Source (BITS) at 850 Asbury. The current agreement is set to expire on May 1, 2024. BITS a computer hardware and services company providing commercial businesses IT infrastructure. Originally, BITS occupied 39,000 square feet of space at the location. BITS is now seeking to occupy over 91,000 square feet of space at 805 Asbury and extend their current lease through June 2028. Given their recent expansion plans and pending lease extension, both staff and BITS are seeking the Village Board's approval for an amendment to extend the terms of the agreement to June 30, 2028, as well as provide for a 5-year extension.

Proposed Amendment

For the Board's consideration is a First Amendment to the incentive agreement with BITS. As proposed, the amendment would extend the existing terms of the incentive agreement for an additional 4 years and 2 months (June 30, 2028) and also allow for a 5-year extension. The Village would continue to share 75% of its home rule sales tax with BITS for the first \$40,000,000 in annual taxable sales it receives. For annual taxable sales greater than \$40,000,000, the Village will share 100% of its home rule sales tax with BITS. This ratio of sales tax revenue sharing has been in place since 2017. The Village will continue to retain 100% of its Retailer's Occupation Tax it receives from the State of Illinois.

All other terms and conditions would remain in place and this amendment has been reviewed by the Village Attorney. From staff's perspective, the amendment is beneficial as it ensures that BITS remains in the Village for an extended period of time.

Ordinance No. 2022 -

First Amendment to the Agreement By and Between the Village of Buffalo Grove and Business IT Source, Inc. located at 850 Asbury.

WHEREAS, the Village of Buffalo Grove, hereinafter referred to as “Village” is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, Business IT Source, Inc. an Illinois corporation, hereinafter referred to as “BITS”, currently conducts its business at the property commonly known as 850 Asbury Drive, Buffalo Grove, Illinois; and

WHEREAS, the Village and BITS entered into an Economic Incentive Agreement dated November 6, 2017 (hereinafter referred to as the “Agreement”), which Agreement set forth the terms of the rebate of the Village’s Home Rule Sales Tax revenues and is set to expire on May 1, 2024; and

WHEREAS, BITS is expanding their location and entering into a new lease for the property; and,

WHEREAS, both BITS and the Village are desirous to extend the Agreement to June 30, 2028, along with an optional 5-year extension, in accordance to the terms and conditions outlined in the First Amendment attached as Exhibit “A”.

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

Section 1. The foregoing Whereas clauses are hereby incorporated herein.

Section 2. The Village President and Village Clerk are hereby authorized to execute the First Amendment to the Agreement between the Village of Buffalo Grove and Business IT Source, Inc., a copy of which is attached hereto as Exhibit “A”, subject to the final approval of the Village Attorney and receipt of an executed lease for the property.

Section 3. 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. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman Village President

EXHIBIT A

**First Amendment to the Agreement By and Between the Village of Buffalo Grove and Business IT
Source, Inc. located at 850 Asbury.**

Attachment: Ordinance (O-2022-95 : Amendment to the Economic Incentive Agreement with BITS at 850 Asbury)

**FIRST AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
BUSINESS IT SOURCE, INC.**

This First Amendment to the Economic Incentive Agreement is made and entered into as of the _____ day of _____, 2022, by and between the Village of Buffalo Grove, an Illinois home rule municipal corporation ("Village") and Business IT Source Inc. and Illinois corporation ("BITS").

WHEREAS, the Village and BITS entered into an "Economic Incentive Agreement By and Between the Village of Buffalo Grove and Business IT Source Inc." dated November 6, 2017 (the "Original Agreement"), which Original Agreement set forth the terms of the rebate of the sales tax revenues; and

WHEREAS, the Original Agreement set forth a term that is set to expire on May 1, 2024; and

WHEREAS, BITS has finalized an updated lease on the Premises for an expansion of the leasable area and for a term to run through June 30, 2028 or four (4) years and two (2) months longer than they had originally projected in the Agreement; and

WHEREAS, BITS has requested an amendment to the Original Agreement (the "Amended Agreement") for an additional four (4) years and two (2) months of revenue sharing; and

WHEREAS, the Village and BITS now desire to amend the Original Agreement in order to align their respective responsibilities with the modified terms; and

WHEREAS, the Village has determined it is in the public interest to amend the Original Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and pursuant to the Village's home rule powers under Section 6, Article VII of the 1970 Constitution of the State of Illinois, the Village and BITS hereby agree to amend the Original Agreement by replacing the appropriate sections as set forth below:

SECTION 1. INCORPORATION OF RECITALS

The above recitals and the defined terms contained therein are an integral part of the Original Agreement and this Amended Agreement and are incorporated by reference into this Amended Agreement. This Amended Agreement shall be interpreted in light of such recitals.

SECTION 2. AMENDMENTS TO THE ORIGINAL AGREEMENT

The Village and BITS hereby agree to amend the Original Agreement by replacing the appropriate sections as set forth below:

- I. Section 7, Term, of the Original Agreement is hereby amended in its entirety to read as follows:

The Original Agreement and this Amended Agreement shall be in full force and effect from and after the date of execution this Amended Agreement and through June 30,

2028. The Village and BITS mutually agree that the terms of the Original Agreement and this Amended Agreement may be extended for up to five (5) additional years from June 30, 2028, upon the sole and exclusion review and approval of the Village Manager of Buffalo Grove provided that BITS has a current and valid lease that runs conterminous with the Amended Agreement.

SECTION 3. RESTATED AGREEMENT

In all other respects, other than modified herein, the terms of the Original Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

VILLAGE OF BUFFALO GROVE

By: _____
Village President

ATTEST:

Village Clerk

Business IT Source, Inc., an Illinois Corporation

By: _____
Robert Frauenheim

Its: _____
CEO/Principal

ATTEST:

Signature

Printed Name

Its: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
 COUNTY OF LAKE) SS

This instrument was acknowledged before me on _____, 2022 by Beverly Sussman, the Village President of the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation, and by Janet Sirabian, the Village Clerk of said municipal corporation.

 Signature of Notary

SEAL:

My Commission expires: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
 COUNTY OF LAKE) SS

This instrument was acknowledged before me on _____, 2022 by Robert
 Frauenheim of **Business IT Source, Inc., an Illinois Corporation**

 Signature of Notary

SEAL:

My Commission expires: _____

Ordinance No. 2017 - 045

**An Ordinance Approving an Economic Incentive Agreement By and
Between the Village of Buffalo Grove and Business IT Source, Inc.**

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

WHEREAS, Business IT Source, Inc. an Illinois corporation ("BITS") currently conducts its business at the property commonly known as 954 Corporate Wood Parkway, Vernon Hills, Illinois; and

WHEREAS, BITS desires to relocate its business into the Village of Buffalo Grove at 850 Asbury Drive, Buffalo Grove, Illinois and operate a computer hardware sales and services company thereon; and

WHEREAS, In order to encourage BITS to maintain its Business operation in the Village, and to assist with their project in the Village, the Village agrees, pursuant to the terms of the attached Economic Incentive Agreement, to share 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.

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

Section 1. The foregoing Whereas clauses are hereby incorporated herein.

Section 2. The Village President and Village Clerk are hereby authorized to execute the Economic Incentive Agreement between the Village of Buffalo Grove and BITS a copy of which is attached hereto as Exhibit "A".

Section 3. 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. This Ordinance shall not be codified.

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

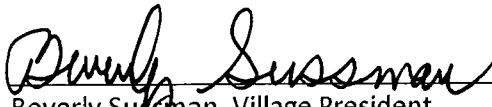
NAYES: 0 - None

ABSENT: 0 - None

PASSED: November 6, 2017.

APPROVED: November 6, 2017.

APPROVED:


Beverly Sussman, Village President

ATTEST:

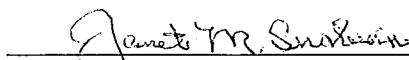

Janet M. Sirabian, Village Clerk

EXHIBIT A

ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
BUSINESS IT SOURCE, INC.

Attachment: 2017-45 (O-2022-95 : Amendment to the Economic Incentive Agreement with BITS at 850 Asbury)

**ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
BUSINESS IT SOURCE, INC.**

This Agreement (the "Agreement") is made and entered into as of the 6th day of November, 2017, by and between the Village of Buffalo Grove, an Illinois home rule municipal corporation (the "Village") and Business IT Source, Inc. an Illinois corporation ("BITS").

In consideration of the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS.

A. BITS currently conducts its business at the property commonly known as 954 Corporate Wood Parkway, Vernon Hills, Illinois.

B. BITS desires to relocate its business into the Village of Buffalo Grove and occupy space at 850 Asbury Drive, Buffalo Grove, Illinois, hereinafter referred to as the "Premises" (as legally described on Exhibit A hereto) and operate a computer hardware sales and services company thereon.

C. The single order acceptance point for BITS is conducted from the Premises.

D. In order to encourage BITS to relocate its Business operation in the Village, and to assist with their project in the Village, the Village agrees, pursuant to the terms of this Agreement, 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.

E. As of the date of this Agreement, the total sales tax rate within Lake County, Illinois applicable on the sale of certain tangible personal property is eight percent (8%); the State of Illinois portion which is six and one-quarter percent (6.25%), Village's Home Rule portion of which is one percent (1%) and the Regional Transportation Authority portion which is three-quarters of one percent (0.75%).

F. The Village has the power and authority to enter into this Agreement pursuant to, but without limitation, the home rule powers of the Village under Section 6, Article VII of the 1970 Constitution of the State of Illinois.

G. The control and conduct of the operation of BITS and its Business is managed by Robert Fraunheim, CEO and Principal.

SECTION 2. RULES OF CONSTRUCTION AND DEFINITIONS.

A. The language in this Agreement shall be interpreted in accordance with the following rules of construction: The word "may" is permissive and the word "shall" is mandatory; except where the context reveals the contrary. The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neutral.

B. Whenever used in the upper case in this Agreement, the following words shall have the following meanings:

1. **Agreement.** This Economic Incentive Agreement.
2. **Annual Taxable Sales.** The total amount of taxable sales in any Sales Tax Year generated by BITS and received by the State of Illinois pursuant to Illinois Retailers' Occupation Tax Act and remitted to the Village.
3. **Audit.** Undertaken at the sole cost and expense of the Village, a review of all of the books and records of the Business of BITS by the financial Consultant for the purpose of making a determination of the amount of Home Rule Sales Tax the Village should have received under the terms of this Agreement and for the purpose of verifying BITS compliance with the terms of this Agreement.
4. **Business.** All of the sales operations of BITS and its affiliates that occur on the Premises, including but not limited to, the distribution and sales computer hardware.
5. **Commencement Date.** The first day of the first calendar month following the date upon which BITS is issued a Village Certificate of Occupancy for the operation of the Business on the Premises.
6. **Consultant.** The person, firm or corporation and agents thereof authorized by the Village to conduct an Audit, at the sole cost and expense of the Village, of the Business regarding all transactions occurring during any given Sales Tax Year following the date of this Agreement.
7. **Gross Receipts.** The term "Gross Receipts" shall have the same meaning as that which is ascribed to it in the Illinois Retailers' Occupation Tax Act.
8. **Home Rule Sales Tax.** The one percent (1%) sales tax imposed in the Village pursuant to Village's Home Rule Sales Tax Ordinance No. 2004-16 enacted in accordance with the Home Rule Municipal Retailers' Occupation Tax Act (65 ILCS 5/8-11-1) and the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5). Pursuant to the Home Rule Municipal Retailers' Occupation Tax Act, said tax shall not be imposed upon an item of tangible personal property titled or registered with an agency of the State of Illinois.
9. **Home Rule Sales Tax Payment.** The payment to BITS of a portion of the Home Rule Sales Tax that the Village is required to make pursuant to Section 4 of this Agreement. For purposes of this Agreement, the Home Rule Sales Tax Payment shall not include the Village's share of the Retailer's Occupation Tax.
10. **Payment Date.** Within ninety (90) calendar days after the end of each Sales Tax Year.
11. **Premises.** The real estate and any improvements located thereon at the commonly known address of 850 Asbury Drive, Lake County, Buffalo Grove, Illinois and as legally described in Exhibit A hereto.
12. **Retailer's Occupation Tax Act.** The Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

13. **Sales Tax(es).** Any and all taxes imposed and collected by the State of Illinois pursuant to the Home Rule Sales Tax, the Retailer's Occupation Tax Act, the Service Occupation Tax Act, the Service Use Tax Act, or the Use Tax Act.
14. **Sales Tax Year.** The period of time commencing on the Commencement Date and ending on the date that is one year after the Commencement Date, and each of the five (5) succeeding one year periods thereafter.
15. **Service Occupation Tax Act.** The Illinois Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.
16. **Service Use Tax Act.** The Illinois Service Use Tax Act, 35 ILCS 110/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.
17. **Use Tax Act.** The Illinois Use Tax Act, 35 ILCS 105/1 *et seq.*, as the same has been, and may, from time to time hereafter be amended.
18. **Village or Village of Buffalo Grove.** The Village of Buffalo Grove, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution.

SECTION 3. BITS OBLIGATIONS

A. **Lease.** BITS shall enter in a lease for a term of not less than a six (6) years ("Lease") for approximately 39,000 square feet of office and warehouse space at the Premises.

B. **Renewal.** Prior to the terms of this Agreement being satisfied, BITS shall work with the Village on providing sufficient notice of its future intentions to either renew their lease at their current location or relocate to another facility.

C. **Failure to Lease.** In the event BITS has not entered into a lease and occupied the Premises by June 1, 2018, the Village shall have no obligation whatsoever to perform any of the Home Rule Sales Tax Payments set forth in Section 4 of this Agreement. Upon a written request by BITS, this provision may be extended by the Village Manager to August 1, 2018.

SECTION 4. HOME RULE SALES TAX PAYMENT.

A. The Village shall pay BITS the Home Rule Sales Tax Payment on or before the Payment Date an amount equal to the following formulas:

1. For the first Sales Tax Year, seventy-five percent (75%) of that year's Home Rule Sales Tax received by the Village for the first \$40,000,000.00 in Annual Taxable Sales and one-hundred percent (100%) of that year's Home Rule Sales Tax for Annual Taxable Sales greater than \$40,000,000.00.
2. For the second Sales Tax Year, seventy-five percent (75%) of that year's Home Rule Sales Tax received by the Village for the first \$40,000,000.00 in Annual Taxable Sales and one-hundred percent (100%) of that year's Home Rule Sales Tax for Annual Taxable Sales greater than \$40,000,000.00.
3. For the third Sales Tax Year, seventy-five percent (75%) of that year's Home Rule Sales Tax received by the Village for the first \$40,000,000.00 in Annual Taxable Sales and

one-hundred percent (100%) of that year's Home Rule Sales Tax for Annual Taxable Sales greater than \$40,000,000.00.

4. For the fourth Sales Tax Year, seventy-five percent (75%) of that year's Home Rule Sales Tax received by the Village for the first \$40,000,000.00 in Annual Taxable Sales and one-hundred percent (100%) of that year's Home Rule Sales Tax for Annual Taxable Sales greater than \$40,000,000.00.
5. For the fifth Sales Tax Year, seventy-five percent (75%) of that year's Home Rule Sales Tax received by the Village for the first \$40,000,000.00 in Annual Taxable Sales and one-hundred percent (100%) of that year's Home Rule Sales Tax for Annual Taxable Sales greater than \$40,000,000.00.
6. For the sixth Sales Tax Year, seventy-five percent (75%) of that year's Home Rule Sales Tax received by the Village for the first \$40,000,000.00 in Annual Taxable Sales and one-hundred percent (100%) of that year's Home Rule Sales Tax for Annual Taxable Sales greater than \$40,000,000.00.

B. The amount due pursuant to this Agreement shall not be a general obligation of the Village. The Village shall not have an obligation to pay any amounts to BITS except an amount equal to the Village's Home Rule Sales Tax share actually received from Illinois Department of Revenue on account of the Business and not exceeding the Sales Tax rates as set forth in this Agreement.

C. The Village shall continue the Home Rule Sales Tax Payments for six (6) years through the term of this Agreement.

D. In the event that any Sales Tax returns that have been submitted to the Village are amended, BITS shall promptly forward a photocopy of such amended sales tax returns to the Village, clearly identifying them as an amendment of a Sales Tax return previously submitted to the Village.

E. Should BITS relocate or cease its Business on the Premises within the first two (2) years of the Commencement Date of this Agreement, then BITS shall reimburse to the Village 85% of the total Home Rule Sales Tax Payments received pursuant to this Agreement. Said reimbursement to the Village shall be made within ninety (90) calendar days of relocation or cessation of the Business on the Premises. The Village shall have the right to place a lien upon the Business to guarantee payment of the reimbursement amount.

F. Should BITS relocate or cease its Business on the Premises after two (2) years of the Commencement Date of this Agreement, then BITS shall reimburse to the Village 70% of the total Home Rule Sales Tax Payments received pursuant to this Agreement. Said reimbursement to the Village shall be made within ninety (90) calendar days of relocation or cessation of the Business on the Premises. The Village shall have the right to place a lien upon the Business to guarantee payment of the reimbursement amount.

G. Should BITS relocate or cease its Business on the Premises after three (3) years of the Commencement Date of this Agreement, then BITS shall reimburse to the Village 55% of the total Home Rule Sales Tax Payments received pursuant to this Agreement. Said reimbursement to the Village shall be made within ninety (90) calendar days of relocation or cessation of the Business on the Premises. The Village shall have the right to place a lien upon the Business to guarantee payment of the reimbursement amount.

H. Should BITS relocate or cease its Business on the Premises after four (4) years of the Commencement Date of this Agreement, then BITS shall reimburse to the Village 40% of the total Home Rule Sales Tax Payments received pursuant to this Agreement. Said reimbursement to the Village shall be made within ninety (90) calendar days of relocation or cessation of the Business on the Premises. The Village shall have the right to place a lien upon the Business to guarantee payment of the reimbursement amount.

I. Should BITS relocate or cease its Business on the Premises after five (5) years of the Commencement Date of this Agreement, then BITS shall reimburse to the Village 35% of the total Home Rule Sales Tax Payments received pursuant to this Agreement. Said reimbursement to the Village shall be made within ninety (90) calendar days of relocation or cessation of the Business on the Premises. The Village shall have the right to place a lien upon the Business to guarantee payment of the reimbursement amount.

J. BITS shall provide, upon request by the Village, certified copies of all expenses relating to and in conjunction with the construction and relocation of their new facility at 850 Asbury Drive, Buffalo Grove, Illinois prior to any Home Rule Sales Tax Payment.

K. Prior to the expiration of this Agreement, BITS shall promptly deliver to Village copies of all written communications and notices to and received from the landlord regarding the termination, renewal, expansion or amendment of BITS' Lease of the Premises, including any and all written communications or notices regarding the intention to relocate to another facility. The parties acknowledge and agree that BITS shall not be responsible for a penalty outlined in Sections 4. E., F., G., H., and I., should they relocate to another facility and generate Sales Tax within the corporate limits of the Village of Buffalo Grove

SECTION 5. LITIGATION AND DEFENSE OF AGREEMENT.

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement ("Litigation"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter promptly provide the other party with a copy of all pleadings and written communications it receives based upon, related to or arising out of the Litigation.

B. **Defense.** The Village and BITS each agree to use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto.

SECTION 6. REMEDIES.

A. **Remedies.** In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. Any claim or suit related to this Agreement shall be filed in the Circuit Court of Lake County. The prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Subsection A of this Section without first giving written notice to the other party of the breach or alleged breach and allowing 15 calendar days to cure the breach or alleged breach; provided, however, that if the party accused of the breach or alleged breach cannot cure the condition within 15 calendar days after the notice, notwithstanding the party's diligent and continuous effort, promptly commenced and diligently continued upon receipt of the notice, then the period to cure the violation or failure shall be extended for the time necessary to cure the violation with diligence and continuity, but in no event longer than 180 calendar days unless extended in writing by the non-breaching party.

SECTION 7. TERM.

This Agreement shall be in full force and effect from and after the date of its execution until six (6) years after the Commencement Date.

SECTION 8. RELEASE OF INFORMATION.

A. Prior to any payments by the Village of any sums as provided for in this Agreement, BITS shall cause to be delivered to the Village, on a quarterly basis, the Illinois Retailers' Occupation Tax, Use Tax and Service Occupation Tax returns and/or other documentation submitted by BITS to the Illinois Department of Revenue, which detail the amount of Sales Tax that BITS paid to Illinois Department of Revenue with respect to BITS Business. If necessary, BITS shall provide the Village with a limited power of attorney, addressed to and in a form satisfactory to the Illinois Department of Revenue, authorizing the Illinois Department of Revenue to release to the Village all gross revenue and Sales Tax information submitted by BITS to the Illinois Department of Revenue. Additionally, in the event that the Illinois Department of Revenue does not make available to the Village said documentation, BITS shall provide alternative documentation that details the amount of Sales Taxes that BITS paid to the Illinois Department of Revenue.

SECTION 9. GENERAL PROVISIONS.

A. **Complete Agreement; Supersedence.** This Agreement constitutes the complete agreement of the parties regarding the payment of the Home Rule Sales Tax to BITS and shall supersede and nullify all prior drafts and agreements concerning the payment of the Home Rule Sales Tax to BITS.

B. **Amendments.** No amendment to, or modification of, this Agreement shall be effective unless and until it is in writing and is approved by the authorized representative of BITS and by the Village of Buffalo Grove corporate authorities by Ordinance duly adopted, and executed and delivered by the authorized representatives of each party.

C. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and shall be deemed delivered to and received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the Village:

Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, Illinois 60089
Attention: Director of Finance

with a copy to:

William G. Raysa, Esq.
Tressler LLP,
233 S Wacker Drive, 22nd Floor
Chicago, IL. 60606

For notices and communications to BITS:

Robert Frauenheim, CEO and Principal
850 Asbury Drive
Buffalo Grove, IL 60089

with a copy to:

Frank Eichenlaub, Counsel
Polsinelli PC
150 N Riverside Plaza, Suite 3000
Chicago, IL 60606

By notice complying with the foregoing requirements of this paragraph, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of change of address shall be effective until actually received.

D. **Indemnity.** BITS shall and hereby agrees to defend, hold harmless and indemnify the Village, its President, Trustees, officers, employees, agents and attorneys (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may specifically arise out of the subject matter of this Agreement. The obligation of BITS in this regard shall include but shall not be limited to all costs and expenses, including reasonable attorneys’ fees, incurred by the Village in responding to, defending against, or settling any such claims, demands, suits, damages, liabilities, losses, expenses or judgments specifically and only arising from the subject matter referred to in this Agreement. BITS covenants that it will reimburse the Village, or pay over to the Village, all sums of money the Village pays, or becomes liable to pay, by reason of any of the foregoing, and will make payment to the Village as soon as the Village becomes liable therefore. In any suit or proceeding brought hereunder, the Village shall have the right to appoint counsel of its own choosing to represent it. Notwithstanding the foregoing, the obligation of BITS to indemnify the Indemnified Parties shall not apply to any claims, demands, suits, damages, liabilities, losses expenses and judgments based upon the tortious intentional misconduct or willful and wanton misconduct of the Village in contravention of its performance of this Agreement

E. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by, and construed, interpreted, and enforced in accordance with the internal laws and not the conflict of law rules of the State of Illinois.

F. **Interpretation.** This Agreement has been negotiated by all parties and shall not be interpreted or construed against the party drafting the Agreement.

G. **Change in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include such laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

H. **Headings.** The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

I. **Time of Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

J. **Severability.** It is the express intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held void, invalid, or unenforceable by a court of competent jurisdiction, such action shall not effect the remainder of this Agreement, which shall continue in full force and effect.

K. **No Third Party Beneficiaries.** Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

L. **Counterparts.** This Agreement may be executed in any number of multiple identical counterparts and all of said counterparts shall, individually and taken together constitute the Agreement.

M. **Assignment.** BITS may not assign this Agreement or the amounts, in whole or part, to be paid hereunder without the Village's prior written consent. The Village acknowledges that this Agreement is an obligation which runs to BITS and is not a covenant running with the land. Notwithstanding the foregoing, in the event that BITS sells all of its assets, or the principals of BITS sells all or substantially all of their stock, and following the sale, the operations of the Business remain substantially the same and in conformance with all obligations of the Agreement, this Agreement will remain in full force and affect and the Village will grant its approval of the Assignment of the Agreement. The assignee is bound by all of the terms and conditions of the Agreement.

O. **Audit.** Upon prior written notice to BITS, and at a place and time that is mutually beneficial to both parties, the Village shall have the right to conduct an Audit of BITS, at the Village's sole cost and expense, to inspect and review those books and records which are directly related to establishing Gross Receipts for any Sales Tax Year, or any portion thereof.

P. **No Village Obligation.** The parties acknowledge and agree that none of the terms, conditions or provisions of this Agreement shall be construed, deemed, or interpreted as (i) a restriction or prohibition on the Village from eliminating or amending its Home Rule Sales Tax, or (ii) a requirement to impose a sales or other tax for the purpose of providing a source of funds for the Home Rule Sales Tax Payment.

Q. **Loss of Authority.** In the event that the Village's authority to enter into this Agreement or to pay the Home Rule Sales Tax Payment to BITS pursuant to this Agreement are repealed, become unexercisable, null and void or otherwise become invalid then the Village's obligations hereunder shall cease and no further obligations shall be required of the Village.

R. **Certifications.** Each party hereto certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Sections 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33 -E-3, 5/33-E-4), that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

S. **Prevailing Wage.** BITS shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01) during the term of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**VILLAGE OF BUFFALO GROVE, an Illinois
Municipal Corporation**

By Beverly Sussman
Beverly Sussman
Village President

ATTEST:

Janet M. Sirabian
Janet Sirabian
Village Clerk

Business IT Source, Inc., an Illinois Corporation

By Robert Fraunheim
Robert Fraunheim
Its: CEO/Principal
CEO/Principal

ATTEST:

Kenneth A. Mooney
Signature
Kenneth A. Mooney
Printed Name

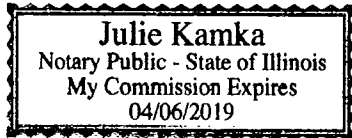
Its: VP of Finance & Administration

Attachment: 2017-45 (O-2022-95 : Amendment to the Economic Incentive Agreement with BITS at 850 Asbury)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

This instrument was acknowledged before me on November 6, 2017 by Beverly Sussman, the Village President of the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation, and by Janet Sirabian, the Village Clerk of said municipal corporation.



SEAL:

Julie Kamka
 Signature of Notary

My Commission expires: 04/06/2019

Attachment: 2017-45 (O-2022-95 : Amendment to the Economic Incentive Agreement with BITS at 850 Asbury)

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
 COUNTY OF LAKE) SS

This instrument was acknowledged before me on November 15, 2017 by Robert Frauenheim, CEO/Principal of **Business IT Source, Inc.**



SEAL:

[Signature]
 Signature of Notary
Amanda Harris.

My Commission expires: March 12, 2018

Attachment: 2017-45 (O-2022-95 : Amendment to the Economic Incentive Agreement with BITS at 850 Asbury)

EXHIBIT A
THE PREMISES

LEGAL DESCRIPTION:

LOT 1 IN ASAP SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN ASBURY DRIVE SECOND SUBDIVISION ALONG WITH PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, ALL IN TOWNSHIP 43 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 2005 AS DOCUMENT 5797413 IN LAKE COUNTY.

SUBJECT PROPERTY COMMON DESCRIPTION:

850 Asbury Drive, Buffalo
Grove, IL

PARCEL INDEX NUMBER:

15-27-102-021, 15-27-102-022, 15-27-
102-023

Attachment: 2017-45 (O-2022-95 : Amendment to the Economic Incentive Agreement with BITS at 850 Asbury)



Ordinance No. O-2022-96 : Ordinance Amending Section 15.12.020 of the Village Code, as it Relates to the Local Amendments to the 2014 Illinois Plumbing Code.

Recommendation of Action

Staff recommends approval.

Chapter 15.12, the Plumbing Code, adopts the 2014 Illinois Plumbing Code by reference with several local amendments. One of the amendments prohibits the use of Chlorinated Polyvinyl Chloride (CPVC) water pipe in Buffalo Grove. As a result, this local amendments limiting the materials for water pipes to copper. Buffalo Grove's building and inspection staff are proposing to remove this particular local amendment given CPVC's approval from the Illinois Plumbing Code, advancements in materials, other municipalities allowing for its utilization, and that CVPC's has shown to be comparable and sometimes even better than copper.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance - Plumbing (DOCX)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 15, 2022

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Adam Garcia, Building Services Manager

SUBJECT: Amendment to Plumbing Code (Chapter 15.12) as it relates to the local amendments to the 2014 Illinois Plumbing Code.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance amending the Plumbing Code (Title 15.2) as it relates to the local amendment that prohibits the use of Chlorinated Polyvinyl Chloride (CPVC) in water pipes.

BACKGROUND

Title 15, which is the Buffalo Grove's Building Code, provides guidance for the materials, installation, fittings, and other relevant information for building and development. Several chapters in this title adopt state or national codes by reference and then feature additional local amendments. For example, Chapter 15.12 Plumbing Code, adopts the 2014 Illinois Plumbing Code by reference but also has several local amendments. Similarly, Chapter 15.08 Electrical Code adopts the 2017 National Electrical Code by reference and the has several local amendments.

Community Development full intends on reviewing these codes and local amendments for their relevancy within the next year as we go through the Code Review process. The timing is especially ideal, as we have begun to restore our building staff. However, two particular local amendments is of interest to evaluate in a timely matter, given the current status of building materials and supply

- Plumbing Code (15.12.020) local amendment, which prohibits the use of Chlorinated Polyvinyl Chloride (CPVC) water pipe in Buffalo Grove limiting the material to only copper.
- Electrical Code (15.08.020) local amendment, which prohibits the use of Scheduled 40 PVC conduit under the concrete slab installations in Buffalo Grove

ANALYSIS

Collaboratively, our Building Services Manager, Building Inspector, Community Development Director, Deputy Village Manager, as well as our Plumbing Inspector (as supplied by B&F) have reviewed both local amendments at great length.

Ultimately, it was decided that both local amendments should be modified based upon the following:

- **Allowed by State and/or National Codes.** CPVC is allowed material by the Illinois Plumbing Code and Scheduled 40 PVC Conduit is allowed by the National Electrical Code.
- **Local Amendment is outdated.** Advancements materials/products have improved since the local amendment was adopted. This is evidenced by other municipalities allowing for its utilization as well as its inclusion in state and national codes.
- **Proposed materials have been proven to be satisfactory.** In the professional expertise of our building staff and our third party inspectors (B&F), the proposed materials that are prohibited have shown to be comparable and sometimes even better than the proposed material.

As a result, staff is in alignment to remove the local amendments

Underlined = addition
 Strikethrough = deletion
 September 12, 2022

ORDINANCE NO. 2022-_____

**AN ORDINANCE AMENDING TITLE 15.12 OF THE
 VILLAGE OF BUFFALO GROVE MUNICIPAL CODE**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS AND PURSUANT TO ITS HOME RULE AUTHORITY:

SECTION 1: Chapter 15.12 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

15.12.010 Adoption by reference.

The Illinois Plumbing Code (77 Ill. Admin. Code 890) is adopted by reference.

15.12.020 Amendments.

The Illinois Plumbing Code is amended as follows:

Section 890.1135 WATER CONSERVATION CRITERIA. (Add Section 890.1135 to read as follows.)

- a) Pursuant to 17 Ill. Adm. Code 3730.307(c)4) and subject to the Illinois Plumbing Code (77 Ill. Adm. Code 890) and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code (77 Ill. Adm. Code 892), be it hereby ordained that in the Village of Buffalo Grove, all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designed by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

Section 890.1310 MATERIALS. (Amend (b) and (c) to read as follows).

- (b) ABOVE-GROUND PIPING WITHIN BUILDINGS. Water piping above ground shall be type M or type L copper or galvanized iron.
- (c) UNDERGROUND PIPING WITHIN BUILDINGS. Water piping below ground or under a concrete slab shall be type K copper with minimum joints.

Section 890.1340 (b) DETERMINATION OF SIZES FOR DRAINAGE SYSTEM. (Amend (4) to read as follows.)

- (4) For all installations other than residential, no portion of the drainage system installed underground or below a basement or cellar shall be less than four (4) inches in diameter.

Table A APPROVED MATERIALS FOR WATER SERVICE PIPE

The following are deleted:

- (1) Acrylonitrile Butadiene Styrene (ABS) Pipe
- ~~(4) Chlorinated Polyvinyl Chloride (CPVC) Pipe~~
- (8) Poly Butylene (PB) Pipe Tubing
- (9) Polyethylene (PE) Pipe
- (10) Polyethylene (PE) Tubing
- (11) Polyvinyl Chloride (PVC) Pipe

Table A APPROVED MATERIALS FOR WATER DISTRIBUTION PIPE

The following are deleted:

- ~~(2) Chlorinated Polyvinyl Chloride (CPVC) Pipe/Tubing~~
- (5) Cross Linked Polyethylene
- (6) Poly Butylene (PB) Pipe/Tubing

SECTION 2: 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. The implementation of this Ordinance shall be delayed until January 1, 2022.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2022-97 : Ordinance Amending Section 15.08.020 of the Village Code, as it Relates to the Local Amendments to the 2017 National Electrical Code.

Recommendation of Action

Staff recommends approval.

Chapter 15.08, Electrical Code, adopts the 2017 National Electrical Code by reference with several local amendments. One of the amendments prohibits the use of ridged PVC conduit under the concrete slab installations in Buffalo Grove. Buffalo Grove's building and inspection staff are proposing to remove this particular local amendment given ridged PVC conduit is allowed by the National Electrical Code, advancements in material, other municipalities allowing for its utilization, and ridged PVC has shown to be comparable and sometimes even better than other materials.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance - Electrical (DOCX)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, September 19, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: September 15, 2022

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Adam Garcia, Building Services Manager

SUBJECT: Amendment to Electrical Code (Chapter 15.08) as it relates to the local amendments to the 2017 National Electrical Code.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance amending the Electrical Code (Title 15.08) that prohibits the use of Scheduled 40 PVC conduit under the concrete slab installations in Buffalo Grove as it relates the local amendments to the 2017 National Electrical Code.

SUMMARY

Staff is recommending an amendment to the Title 15 as it relates to the local amendments to the 2017 National Electrical Code. This amendment is in conjunction with the proposed Ordinance amending Title 15.12 as it relates to the local amendments to the 2014 Illinois Plumbing Code. The proposed Title 15 amendment is discussed within the scope of the Staff Memo that accompanies the proposed Ordinance Amending Title 15.12 and can be referred to for further information.

Attachment: BOT Memo (O-2022-97 : Ordinance Amending Section 15.08.020 of the Village Code)

Underlined = addition
 Strikethrough = deletion
 September 12, 2022

ORDINANCE NO. 2022-_____

**AN ORDINANCE AMENDING TITLE 15.08 OF THE
 VILLAGE OF BUFFALO GROVE MUNICIPAL CODE**

WHEREAS, the Village of Buffalo Grove is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS AND PURSUANT TO ITS HOME RULE AUTHORITY:

SECTION 1: Chapter 15.08 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

Chapter 15.08 ELECTRICAL CODE

15.08.010 Adoption by reference.

The 2017 edition of the National Electrical Code is adopted by reference.

(Ord. No. 2018-055, § 5, 12-3-2018)

15.08.020 Amendments.

The 2017 edition of the National Electrical Code is hereby amended as follows:

Article 352.10(A), (C), (D), (E), (F) Uses Permitted. (delete.)

Article 352.12. Uses Not Permitted. (Amend by adding the following.)

(F) Conduits installed below or in concrete slabs. All conduits that are installed below or in concrete slabs within the perimeters of the foundation wall shall be rigid galvanized metal conduit or Schedule 40 PVC conduit. This requirement shall apply to all other raceways that are not rigid galvanized metal conduit or Schedule 40 PVC conduit.

(G) Detached Structures. All conduits that contain conductors for the purpose of supplying electricity to detached structures such as garages, storage sheds, etc., shall be installed in rigid galvanized metal conduit (RMC) or Schedule 40 PVC conduit.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage, approval and publication.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2022-98 : Award of Bid Water Well 7 Storage Roof Replacement

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with A-1 Roofing Company for the Water Well 7 Storage facility roof replacement project in an amount not to exceed \$116,609.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Roof Well House 7 Memo (DOCX)
- Roof Well House 7 Ordinance (DOCX)
- Bidtab-Well 7 Roof (PDF)
- 17925 VBG Water Well 7 Storage Roof Replacement Bid Recommendation (PDF)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 13, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Water Well 7 Storage Roof Replacement

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with A-1 Roofing Company for the Water Well 7 Storage facility roof replacement project in an amount not to exceed \$116,609.00 pending review and approval by the Village attorney.

Background

The capital improvement plan identified several roof replacement & repair projects for 2022. The asphalt built up roof membrane at the water well 7 storage facility was among several of the facilities rated as most in need of repairs. This work includes but is not limited to replacing the asphalt built up roof and membrane, replacing all sheet metal components, and four skylights. Staff used the roofing consultant Industrial Roofing Services (IRS) to draw up plans and specifications and sought bids for this work.

Bids were opened on August 25, 2022, and staff received four bids. Those bids were reviewed by staff and IRS. Based upon the review and comments provided, staff recommends an award of bid to the lowest responsive and responsible bidder A-1 Roofing Company, as shown in the attached bid tabulation.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH A-1 ROOFING COMPANY FOR THE WATER WELL 7 STORAGE ROOF REPLACEMENT

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with A-1 Roofing Company at a price not to exceed \$116,609.00 pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Roof Well House 7 Ordinance (O-2022-98 : Award of Bid Water Well 7 Storage Roof Replacement)

Village of Buffalo Grove
Public Works Department

2022 Roof Replacement Project Well House 7 Storage Facility

Tabulation

Bid Opening: August 25, 2022

	A-1 Roofing Co 1425 Chase Ave Elk Grove Village, IL 60007	DCG Roofing Solutions 2045 Janice Ave Melrose Park, IL 60160	G.E. Riddiford Company 2333 Hamilton Rd Arlington Heights, IL 60005	L. Marshall, Inc. 2100 Lehigh Ave Glenview, IL 60026
Bid Bond:	Yes	Yes	Yes	Yes
Signed Addendum	Yes	Yes	Yes	Yes
Total Base Bid	\$116,609.00	\$143,078.00	\$125,200.00	\$147,000.00
TOTAL COST	\$116,609.00	\$143,078.00	\$125,200.00	\$147,000.00

Attachment: Bidtab-Well 7 Roof (O-2022-98 : Award of Bid Water Well 7 Storage Roof Replacement)

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone: (262) 432-0500
Fax: (262) 432-0504
www.irsroof.com

August 29, 2022

Mr. Nickelos Smith
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL

SUBJECT: Water Well 7 Storage Roof Replacement
400 LaSalle Lane
Buffalo Grove, IL
IRS Job No. 17925

Dear Mr. Smith:

Bids for the above referenced project were opened on Thursday, August 25, 2022. Four (4) contractors submitted bids. Base Bids ranged from \$116,609.00 to \$147,000.00.

It is recommended that you accept the low Base Bid from A-1 Roofing Co, in the amount of \$116,609.00.

If you should have any questions regarding the above, please feel free to contact me.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

Dave Angove

Dave Angove
Project Manager

Attachment: 17925 VBG Water Well 7 Storage Roof Replacement Bid Recommendation (O-2022-98 : Award of Bid Water Well 7 Storage Roof



Ordinance No. O-2022-99 : Ordinance Providing for the Issuance of Not to Exceed \$7,500,000 General Obligation Line of Credit Note of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to Pay the Costs of Capital Projects in and for the Village, Providing for the Security for and Payment of Said Note and Authorizing the Sale of Said Note to Northbrook Bank & Trust Company, N.A.

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the attached ordinance providing for the issuance of not to exceed \$7,500,000 General Obligation Line of Credit Note by and through Northbrook Bank & Trust Company, National Association, to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility.

ATTACHMENTS:

- BOT Memo 9.19.22_line of credit (DOCX)
- Buffalo Grove - LOC Ordinance 4891-7050-1170 v4[57] (DOC)
- Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (DOCX)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Stilling, Community Development

Monday, September 19, 2022

VILLAGE OF
BUFFALO GROVE



DATE: September 19, 2022

TO: Dane C. Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Line of Credit – \$7.5 million

Background

On August 10th, the Village Board authorized the Village Manager to execute a term sheet with Northbrook Bank and Trust Company for capital improvements for the Village including, but not limited to, purchasing and improving a building that will serve as a new public works facility.

The \$7.5 million line of credit will be used in part to finance a portion of the building purchase and retrofit costs, as well providing the Village with the flexibility to meet other potential capital and future facility needs. Approximately \$3.8 million of the line of credit will be utilized for the Public Works Facility project. The Village plans to pay off funds borrowed with the line of credit with a combination of property sale proceeds, grants, and the use of general fund reserves.

Buffalo Grove Bank and Trust has provided an excellent rate and terms based our current service relationship. The pricing for the tax-exempt line of credit is based on 91% of the 30-day Ameribor plus 0.85%. There is no fee for the unused portion of funds and the line will be on a revolving basis for a 36 month period. The cost of establishing the line of credit includes a \$5,000 bank origination fee and the engagement of bond counsel to draft the authorizing ordinance.

The indicative annual interest rate is 3.01 percent as of September 13, 2022. The annual interest cost per \$1 million borrowed is \$30,100. Using the Federal Funds Rate as a proxy for the 30-day Ameribor, the rate is likely to increase over the next six to twelve months, because the Federal Reserve is likely to continue to increase rates for the remainder of the year in an effort to control inflation.

The ordinance requires the Village President and the Finance Director or the Village Manager as signers on the account to request funds. Procedurally, the Village Manager will notify the Village Board of a need to draw on the line and the above signatures would be needed to withdraw funds.

The Village is required to draw \$50,000 on the line of credit immediately after the line is

executed, so the tax exempt status of the line of credit can be established by our bond counsel. The Village will pay off these funds as soon as the tax exempt status letter is completed and provided to Buffalo Bank and Trust.

Recommendation

Staff recommends approval of the attached ordinance providing for the issuance of not to exceed \$7,500,000 General Obligation Line of Credit Note by and through Northbrook Bank & Trust Company, National Association, to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility.

Attachment: BOT Memo 9.19.22_line of credit (O-2022-99 : Line of Credit Ordinance)

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, held at the Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois, in said Village, at 7:00 p.m., on the 19th day of September, 2022.

* * *

The President called the meeting to order and directed the President and Board of Trustees to call the roll.

Upon the roll being called, the following Trustees answered present: _____

_____.

The following Trustees attended the meeting by video or audio conference: _____

_____.

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____.

The President announced that the next item of business before the President and Board of Trustees was the consideration of an ordinance providing for the issuance of the Village's General Obligation Revolving Line of Credit Note to pay the costs of necessary expenditures within the Village and providing for the security for and payment of said note.

Whereupon Trustee _____ presented and explained, and there was incorporated into the record in full the following Ordinance:

AN ORDINANCE providing for the issuance of not to exceed \$7,500,000 General Obligation Revolving Line of Credit Note of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to pay the costs of capital projects in and for the Village, providing for the security for and payment of said note and authorizing the sale of said note to Northbrook Bank & Trust Company, N.A.

(the “Ordinance”).

Trustee _____ moved and Trustee _____ seconded the motion that the Ordinance as presented be adopted.

A President and Board of Trustees discussion of the matter followed. During the President and Board of Trustees discussion, the President gave a public recital of the nature of the matter, which included a reading of the title of the Ordinance and statements (1) that the Ordinance provided for the issuance of a General Obligation Revolving Line of Credit Note for the purpose of paying the costs of necessary expenditures within the Village, (2) that the note was issued without referendum pursuant to the home rule powers of the Village, (3) that the Ordinance provides for the security for the note, and (4) that the Ordinance provides many details for the note, including those relating to terms and form of the note, and appropriations, delegates final terms to be set forth in the note, and provides for the sale of the note to Northbrook Bank & Trust Company, N.A. The President directed that the roll be called for a vote upon the motion to adopt the Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____ .
and the following Trustees voted NAY: _____ .

Whereupon the President declared the motion carried and the Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the President and Board of Trustees to record the same in full in the records of the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting was adjourned.

Village Clerk

ORDINANCE NUMBER O-2022-__

AN ORDINANCE providing for the issuance of not to exceed \$7,500,000 General Obligation Revolving Line of Credit Note of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to pay the costs of capital projects in and for the Village, providing for the security for and payment of said note and authorizing the sale of said note to Northbrook Bank & Trust Company, N.A.

WHEREAS, by virtue of a favorable vote of its electors and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the "*Village*"), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt (the "*Home Rule Powers*"); and

WHEREAS, pursuant to the Home Rule Powers, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the President and Board of Trustees of the Village (the "*Village Board*") has considered the needs of the Village and has determined and does hereby determine that it is necessary, desirable and in the best interests of the Village to borrow money to complete various capital projects in and for the Village (the "*Project*"); and

WHEREAS, Northbrook Bank & Trust Company, N.A. (the "*Purchaser*"), has offered to the Village a revolving line of credit with a principal amount not to exceed \$7,500,000 (the "*Revolving Line of Credit*") for the purpose of paying the costs of the Project; and

WHEREAS, the Board does hereby determine that it is in the best interest of the Village to accept the offer of the Purchaser to enter into the Revolving Line of Credit, which will be evidenced by a Tax-Exempt General Obligation Revolving Line of Credit Note (the "*Note*") to be issued by the Village and sold to the Purchaser hereunder in a maximum principal amount of \$7,500,000:

NOW THEREFORE Be It and It Is Hereby Ordained by the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are as defined in the preambles.

Home Rule Powers
Note
Project
Purchaser
Revolving Line of Credit
Village
Village Board

B. The following words and terms are defined as set forth.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Designated Officer*” means the President, the Village Manager, the Finance Director and the Village Treasurer or any other office or employee of the Village so designated by a written instrument signed by the President or the Village Treasurer.

“*Face Amount*” means the authorized maximum amount of the Note, as stated on its face.

“*Maturity Date*” means the date on which the principal of the Note is due and owing under the Note.

“*Note Register*” means the books of the Village kept by the Note Registrar to evidence the registration and transfer of the Note.

“*Note Registrar*” means the Purchaser.

“*Ordinance*” means this Ordinance as originally introduced and adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

“*Purchaser*” means Northbrook Bank & Trust Company, N.A., the purchaser of the Note.

“*Regular Record Date*” means the day immediately prior to any interest payment date on the Note.

“*Tax-exempt*” means, with respect to the Note, the status of interest paid and received thereon as excludable from the gross income of the owner thereof under the Code for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code.

Section 2. Findings. The Village Board hereby finds and determines that (a) all of the recitals contained in the preambles to this Ordinance are full, true and correct and hereby incorporates them into this Ordinance by this reference; (b) this Ordinance is adopted pursuant to the Home Rule Powers; (c) it is necessary and in the best interests of the Village that the Village adopt this Ordinance; and (d) it is necessary and in the best interests of the Village to borrow money for the purposes authorized herein and the execution and delivery of the Note is for a proper public purpose and is in the public interest.

Section 3. Execution of the Note Authorized. The Village is hereby authorized to enter into the Note with the Purchaser in substantially the form attached hereto as *Exhibit A* with such changes as necessary to evidence the Revolving Line of Credit and acceptable to Chapman and Cutler LLP, Bond Counsel, and within the limitations set forth in this Ordinance. The President be, and hereby is, authorized, empowered and directed to execute the Note, and his or her execution thereof shall constitute conclusive evidence of the approval of any and all terms

contained in the Note by the Village Board, and the Village Clerk be, and hereby is, authorized, empowered and directed to attest the Note in the name, for and on behalf of the Village, and thereupon to cause the Note to be delivered to the Purchaser. From and after the execution and delivery of the Note, the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Note as executed and each Designated Officer is hereby authorized to make requests for advances pursuant to the Note; and the Note shall constitute, and hereby is made, a part of this Ordinance, and a copy of the Note shall be placed in the official records of the Village, and shall be available for public inspection at the office of the Village Board.

Section 4. Note Details. The Note is hereby authorized to be delivered as a note in evidence of the Revolving Line of Credit and shall be delivered in the principal amount of not to exceed \$7,500,000, such final amount to be set forth on the face of the Note. The Note shall be dated when delivered (the “*Dated Date*”) but not later than October 31, 2022, and the amount of the Note issued, being the sum of the amounts advanced under the Note, not in excess of the Face Amount, less in each case principal payments made from time to time thereon, shall be the “*Outstanding Principal Amount*” of the Note, *provided however*, that the Village may reborrow any amounts drawn and repaid provided that the Face Amount is not exceeded. The Outstanding Principal Amount of the Note from time to time outstanding shall bear interest at the Tax-Exempt Rate (as defined in the Note), *provided, however*, that in no event shall such rate exceed nine percent (9%) per annum, with interest payable on such date or dates as provided in the Note, upon prepayment and on the Maturity Date. The Maturity Date shall be not later than three years from its Dated Date. Any Designated Officer is authorized to sign an advance request form under the Note, or to attest to the signature of another Designated Representative on such form.

The Note shall continue to bear interest on the Outstanding Principal Amount from time to time at the rate provided, in each case from the time advanced until duly paid or provided for, such interest being computed as provided in the Note.

Subject to the provisions of the Note, the interest on and all payments of principal of the Note shall be payable in lawful money of the United States of America, or by electronic funds transfer of lawful money of the United States of America, upon presentation at the office of the Note Registrar; *provided, however*, that so long as a financial institution is the registered owner of the Note, then such payments shall be made by check or draft or electronic funds transfer or account transfer to the person in whose name the Note is registered as evidenced by the Note Register at the close of business on the applicable Regular Record Date, which payment shall be made in lawful money of the United States of America and (if by check or draft) mailed to the address or (if by funds transfer) transferred to such account of such registered owner as it appears on the Note Register or at such other address or account as may be furnished in writing to the Note Registrar; *and provided, further*, that the final installment of principal of and interest on the Note shall be paid upon surrender in lawful money of the United States of America, at the principal office maintained for the purpose by the Note Registrar or its proper agent.

The Note shall be redeemable or prepayable prior to maturity at the option of the Village, in whole or in part on any date, at a redemption or prepayment price of par plus accrued interest to the date of redemption or prepayment. The Note may be repaid in whole or in part as provided in the Note.

The Note shall be in a form customary for the public finance industry and as provided by bond counsel and as approved by the President or the Village Treasurer, his or her execution thereof to constitute approval of all terms set forth therein by the Village Board, and shall be attested by the manual signature of the Village Clerk, and in case any officer whose signature

shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note shall further contain any final business terms to be negotiated between the Village and the holder of the Note and not otherwise set forth in this Ordinance, provided that no final business term shall be inconsistent with the provisions of this Ordinance.

The execution by the Village of the fully registered Note shall constitute full and due authorization of the Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Note shall be made only to or upon the order of the registered owner thereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note shall have thereon a certificate of authentication duly executed by the Note Registrar as authenticating agent of the Village and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance.

Section 5. Delivery of the Note. The Note hereby authorized shall be executed and delivered as herein provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to the Purchaser; the contract for the sale of the Note is in all respects ratified, approved and confirmed, it being

hereby found and determined that the Note is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the contract for the sale of the Note.

Any Designated Officer and such other officers and officials of the Village as may be necessary are hereby authorized to execute such other documents as may be necessary to effect the delivery of the Note and the transactions contemplated thereby, and execution thereof by such officers and officials is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Village Board.

Section 6. Security; Payment. The security for the payment of the Note is and shall continue to be the full faith and credit general obligation pledge of the Village, to which as and to the extent necessary, for the purpose of providing funds required to pay the interest on the Note promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity. The Village covenants and agrees with the Purchaser that so long the Note remains outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the security for the Note.

Section 7. Use of Proceeds, Project Fund. Note proceeds and other funds of the Village as noted shall continue to be and are hereby appropriated as follows: The drawdown of the principal proceeds of the Note shall be set aside in a separate fund, heretofore created, and designated as the “*Project Fund*,” and be used to pay the costs of the Project when due, including costs of issuance of the Note, and interest on or principal of the Note at any time there are insufficient funds from other sources to pay the same. The Village Treasurer shall continue to keep a complete and accurate record of the expenditure of the proceeds of the Note, including

the dates of each draw on the Note, the dates the amount of such draw were expended, the purposes of such expenditures by budget item and further detail, including to whom the payment was made, and the useful life of any capital asset for which payment is made. Further, if repayments are made on the Note from time to time, the Village Treasurer shall at the time of such prepayment allocate same to an expenditure as previously made and shall keep a record of such allocations.

Section 8. Note Fund. There is hereby created a special fund of the Village designated “Note and Interest Fund of 2022” (the “*Note Fund*”) which shall be the fund of the Village to be used to pay the principal of and interest on the Note. Prior to the date on which any payment of principal of or interest on the Note is due, the Village shall deposit funds of the Village on hand and lawfully available for such purpose to the Note Fund for the purpose of making such payment. The Note Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Section 9. General Covenants. The Village affirms and again covenants and agrees with the Purchaser that, so long as the Note remains outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid the principal of and interest on the Note in strict conformity with the terms of the Note and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Project. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Purchaser or its representatives authorized in writing.

(c) The Village will furnish a copy of the annual financial statements of the Village to the Purchaser promptly when such financial statements become available, and in any event, within 210 days of the close of such fiscal year.

(d) The Village will preserve and protect the security of the Note and the rights of the registered owners of the Note.

(e) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the Note of the rights and benefits provided in this Ordinance.

Section 10. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from Federal income taxation for interest paid on the Notes, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Notes from time to time outstanding that, to the extent possible under Illinois law, it will comply with

whatever federal tax law is adopted in the future which applies to the Notes and affects the tax-exempt status of the Notes.

The Board hereby authorizes the officials of the Village responsible for issuing the Notes, the same being the President and Village Clerk, to make such further covenants and certifications regarding the specific use of the proceeds of the Notes as approved by the Board and as may be necessary to assure that the use thereof will not cause the Notes to be arbitrage bonds and to assure that the interest on the Notes will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Notes and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 11. Duties of Note Registrar. If requested by the Note Registrar, the President and Village Clerk of the Village are authorized to execute the Note Registrar's standard form of agreement between the Village and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder which may include the following:

- (a) to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Noteholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Notes as provided herein;
- (d) to cancel and/or destroy Notes which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Notes cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

Section 12. Record-Keeping Policy and Post-Issuance Compliance Matters. On April 19, 2010, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 13. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published in pamphlet form by authority of the Village Board.

Section 14. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: September 19, 2022

APPROVED: September 19, 2022

 President, Village of Buffalo
 Grove, Lake and Cook Counties,
 Illinois

RECORDED In Village Records: September 19, 2022.

PUBLISHED in pamphlet form by authority of the Village Board on September __, 2022.

ATTEST:

 Village Clerk, Village of Buffalo Grove,
 Lake and Cook Counties, Illinois

EXHIBIT A
FORM OF NOTE

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the “*Village Board*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Village Board held on the 19th day of September, 2022 insofar as the same relates to the adoption of a Ordinance and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$7,500,000 General Obligation Revolving Line of Credit Note of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to pay the costs of capital projects in and for the Village, providing for the security for and payment of said note and authorizing the sale of said note to Northbrook Bank & Trust Company, N.A.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Village Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Village Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Village Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

Attachment: Buffalo Grove - LOC Ordinance 4891-7050-1170 v4[57] (O-2022-99 : Line of Credit Ordinance)

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 19th day of September, 2022.

[SEAL]

Village Clerk

Attachment: Buffalo Grove - LOC Ordinance 4891-7050-1170 v4[57] (O-2022-99 : Line of Credit Ordinance)

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Village Board*”) thereof.

I do further certify that on the 19th day of September, 2022 there was published in pamphlet form, by authority of the Village Board, a true, correct and complete copy of an ordinance of the Village providing for the issuance of its General Obligation Revolving Line of Credit Note of the Village and that said Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this 19th day of September, 2022.

 Village Clerk

[SEAL]

PROMISSORY NOTE

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Borrower: Village of Buffalo Grove,
Lake and Cook Counties,
Illinois
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Lender: Northbrook Bank & Trust
Company N.A.
1100 Waukegan Road
Northbrook, Illinois 60062

Maximum Principal Amount
\$7,500,000

Dated Date
September 28, 2022

Maturity Date
September 28, 2025

PROMISE TO PAY. The Village of Buffalo Grove, Lake and Cook Counties, Illinois (the "*Borrower*") promises to pay to Northbrook Bank & Trust Company N.A. (the "*Lender*"), or order, in lawful money of the United States of America, the Outstanding Principal Amount of this Tax-Exempt General Obligation Revolving Line of Credit Note. The "Outstanding Principal Amount" is that amount, not to exceed the Maximum Principal Amount of this Note as set forth above, shown as advanced in even multiples of \$1,000 from time to time and received by the Borrower for value, *provided* that the initial advance shall be not less than \$50,000, as is noted on this Note in the form of Advances for Value hereon, and *further provided* that no advances shall be made after September 1, 2025 (the "*Availability Period*"). The Outstanding Principal Amount is subject to reduction for prepayment thereof as hereinafter provided. Following any such prepayment, the Borrower may reborrow such prepaid amounts provided that the limitations of the preceding sentence are not exceeded. The Borrower promises to pay interest on the Outstanding Principal Amount at a rate equal to the Tax-Exempt Interest Rate (as hereinafter defined) calculated as described under Tax-Exempt Interest Rate below. The Outstanding Principal Amount of this Note shall become due and payable on the maturity date set forth above (the "*Maturity Date*"). The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" paragraph herein.

TAX-EXEMPT INTEREST RATE. "*Tax-Exempt Interest Rate*" means, for any Interest Period, the floating rate equal to 91% of AMERIBOR plus 0.85% per annum *provided, however*, that such rate may not exceed 9.00% per annum. "*AMERIBOR*" means, for any Interest Period, the greater of (a) the American Interbank Offered Rate (derived rates) for such Interest Period, which has been referred to by the AMERIBOR Administrator as (and for which the ticker symbol provided by the AMERIBOR Administrator has been) AMERIBOR TERM-30 (AMBOR30T), as provided by the AMERIBOR Administrator to, and as published by, any authorized distributor of such rate on the day (the "*Rate Setting Date*") two Business Days prior to the first day of such Interest Period (provided that if AMERIBOR is not so published for any Interest Period, AMERIBOR for such Interest Period shall be the AMERIBOR most recently published prior to such Rate Setting Date for a tenor that is the same as that of the AMERIBOR Tenor so long as the date such most recently published AMERIBOR was published is not more than three Business Days prior to such Rate Setting Date), and (b) if AMERIBOR as calculated under (a) for any Interest Period would otherwise be less than 1.00%, AMERIBOR for such Interest Period will be deemed to equal 1.00%. "*Interest Period*" means the period commencing on the Dated Date or the last day of the immediately preceding Interest Period, and ending on the numerically corresponding day in the calendar month that is one month thereafter. "*AMERIBOR Administrator*" means American Financial Exchange, LLC, as the administrator of the American Interbank Offered Rate (or any successor administrator of such rate). "*AMERIBOR Tenor*"

Attachment: Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (O-2022-99 : Line of Credit Ordinance)

PROMISSORY NOTE

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means 30 days. “*Business Day*” any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Notwithstanding anything to the contrary in this Note, in the event that, for whatever reason, AMERIBOR is not provided by the AMERIBOR Administrator, or is not published by an authorized distributor of AMERIBOR, or is not available to the Lender, the Lender may, by notice to the Borrower, change the interest rate borne by this Note to the applicable rate derived from the formula set forth in the definition of Tax-Exempt Interest Rate hereunder if the term “AMERIBOR” is replaced with the term “Term SOFR” in such definition. “*Term SOFR*” means, for any Interest Period, the greater of (a) a rate per annum equal to the 1-Month CME Term SOFR Reference Rate that is administered by the Term SOFR Administrator for such Interest Period that appears on the applicable page of the CME Group website that sets forth CME Term SOFR Reference Rates (or that is distributed by such other serviced selected by the Lender from time-to-time that provides quotations of Term SOFR) on the Rate Setting Date, provided that if such rate is not so published for any Interest Period, the rate used for such Interest period shall be the CME Term SOFR Reference Rate most recently published prior to such Rate Setting Date for a period with a duration that is the same as that of such Interest Period so long as the date such most recently published rate was published is not more than three Business Days prior to such Rate Setting Date, and (b) if Term SOFR as calculated under (a) for any Interest Period would otherwise be less than 1.00%, Term SOFR for such Interest Period will be deemed to equal 1.00%. “*Term SOFR Administrator*” means CME Benchmark Administration Limited (or any successor).

PAYMENT. This Note shall bear interest on the Outstanding Principal Amount from time to time at the Tax-Exempt Interest Rate, in each case from the time advanced until paid or duly provided for, such interest computed upon the basis of a 360-day year of twelve 30-day months, but charged on the actual number of days elapsed, and being payable on the 28th day of each month, commencing October 28, 2022. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender’s office or at such other place as Lender may designate in writing. Borrower may also pay lender by automatic debit from account number _____.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked “paid in full”, “without recourse”, or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be

Attachment: Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (O-2022-99 : Line of Credit Ordinance)

PROMISSORY NOTE

Page 3

mail or delivered to: Northbrook Bank & Trust Company N.A., c/o Miriam Campbell, 1100 Waukegan Road, Northbrook, Illinois 60062.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.00% of the unpaid portion of the regularly scheduled payment or \$50.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon an Event of Default (as defined below), failure to pay upon final maturity, the interest rate on this Note shall be increased by 6.00 percentage points, *provided, however,* that the interest rate borne by the Note shall not exceed 9.00%. This provision shall not be invoked with respect to a Payment Default unless Lender provides notice and Borrower fails to cure in accordance with the Cure Provisions paragraph herein.

DEFAULT. Each of the following shall constitute an event of default ("*Event of Default*") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note and fails to cure after Lender notice in accordance with the Cure Provisions paragraph herein.

Other Defaults. Borrower fails to comply with or to perform any other term obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower as a going concern, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in a reasonable amount determined by Lender as being adequate reserve or bond for the dispute.

Cure Provisions. Any default may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days of receipt of written notice; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to

Attachment: Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (O-2022-99 : Line of Credit Ordinance)

PROMISSORY NOTE

Page 4

be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Effect of Event of Default. If any Event of Default occurs and fails to be cured, Lender shall have the option to terminate all commitments and obligations of Lender under this Note (including any obligation to make further advances or disbursements), and, at Lender's option and upon not less than ninety (90) days prior written notice to Borrower, all indebtedness shall become due and payable. In addition, Lender shall have all the rights and remedies available under this Note, at law or in equity. This provision shall not be invoked with respect to a Payment Default unless Lender provides notice and Borrower fails to cure in accordance with the Cure Provisions paragraph herein.

ATTORNEYS' FEES; EXPENSES. If Lender hires third party to collect this Note due to lack of payment by Borrower, Borrower will pay any expenses incurred by Lender for said third party. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fee and Lender's reasonable legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses or bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

FEES. Lender will not charge Borrower any fees related to non-usage of amounts available under the line of credit. Lender will charge the Borrower the sum of \$5,000, plus any third-party costs, related to the issuance of the Note.

BANK RELATIONSHIP. For as long as this Note is outstanding, the Borrower will maintain its primary depository relationship with the Lender.

REPORTING. For as long as this Note is outstanding, the Borrower will annually provide Lender its Audited Financial Statements within 210 days after the end of the fiscal year.

SECURITY. This Note is secured by the full faith and credit general obligation pledge of the Borrower and is payable from any lawfully available funds of the Borrower.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CHOICE OF VENUE. If there is a lawsuit, Borrower and Lender agree upon request of the other to submit to the jurisdiction of the courts of Lake County, State of Illinois,

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances shall be made upon receipt by Lender of an Advance Request Form, the form of which is attached hereto as EXHIBIT A. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Village President, with the attestation of the Village Manager or the Finance Director of the

Attachment: Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (O-2022-99 : Line of Credit Ordinance)

PROMISSORY NOTE

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Village. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note, by Lender's internal records, including daily computer print-outs, or by any other reasonable written evidence.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, may waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may extend this loan or release any party or guarantor or collateral.

Attachment: Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (O-2022-99 : Line of Credit Ordinance)

PROMISSORY NOTE

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PRIOR TO SIGNING THIS NOTE, THE REPRESENTATIVES OF BORROWER HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE HEREIN.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

VILLAGE OF BUFFALO GROVE, LAKE AND COOK COUNTIES, ILLINOIS

BY: _____
President, Board of Trustees

ATTEST:

BY: _____
Village Clerk

[Seal]

ACKNOWLEDGED AND AGREED BY LENDER:

NORTHBROOK BANK & TRUST COMPANY, N.A.

BY: _____
ITS: _____

Attachment: Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (O-2022-99 : Line of Credit Ordinance)

PROMISSORY NOTE

Loan No:

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EXHIBIT A**ADVANCE REQUEST FORM**

Date: _____, 20__

To: Northbrook Bank & Trust Company N.A.

This Advance Request is furnished pursuant to that certain Promissory Note, dated as of September 28, 2022 (as amended, modified, supplemented or restated from time to time, the "*Note*") by and between the Village of Buffalo Grove, Lake and Cook Counties, Illinois ("*Borrower*"), and Northbrook Bank & Trust Company N.A. ("*Lender*"). Unless otherwise defined herein, capitalized terms used in this Advance Request have the meanings ascribed thereto in the Note.

The undersigned Borrower hereby notifies Lender of its request of an advance of the amount loaned under the Note. The undersigned Borrower hereby requests that:

- (1) Lender advance the total amount of \$_____ (the "*Advance*"), which Advance shall be made by transferring the amount of the Advance to an account held with the Lender;
- (2) The Borrowing Date for the requested Advance is _____, ____ (must be a Business Day;
- (3) The undersigned Borrower hereby represents that, as of the Borrowing Date referenced herein, and after giving effect to the Advance requested hereby:
 - (a) no Event of Default has occurred and is continuing;
 - (b) the Advance will be used to finance or reimburse the Village for capital expenditures;
 - (c) amounts loaned under the Note are a full faith and credit general obligation of the Village;
 - (d) the person signing this Advance Request is duly authorized to execute and deliver it to Lender on behalf of the undersigned Borrower; and
 - (e) this Advance Request is made in accordance with the Note.

Village of Buffalo Grove, Lake and Cook Counties, Illinois

By: _____
 Name: _____
 Title: _____

ATTEST:

Name: _____
 Title: _____

Attachment: Buffalo Grove - LOC Note 4863-9885-9057 v5[59] (O-2022-99 : Line of Credit Ordinance)



Ordinance No. O-2022-100 : Award of Bid Village Hall Partial Roof Replacement Project

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Seal Tight Exteriors, Inc for the Village Hall Partial Roof Replacement project in an amount not to exceed \$161,700.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Roof VH Memo (DOCX)
- Roof VH Ordinance (DOCX)
- Bidtab-VH Roof (PDF)
- 17924 VBG Village Hall Roof Replacement Bid Recommendation (PDF)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 13, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Village Hall Partial Roof Replacement

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Seal Tight Exteriors, Inc for the Village Hall Partial Roof Replacement project in an amount not to exceed \$161,700.00 pending review and approval by the Village attorney

Background

The capital improvement plan identified several roof replacement & repair projects for 2022. The asphalt shingle roof at Village Hall was among several of the facilities rated as most in need of repairs. This work includes but is not limited to replacing all shingled roof areas, including steep-slope mansard roofs and replacing the roof membrane. Staff used the roofing consultant Industrial Roofing Services (IRS) to draw up plans and specifications and sought bids for this work.

Bids were opened on August 25, 2022, and staff received five bids. Those bids were reviewed by staff and IRS. Based upon the review and comments provided, staff recommends an award of bid to the lowest responsive and responsible bidder Seal Tight Exteriors, Inc., as shown in the attached bid tabulation.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH SEAL TIGHT EXTERIORS INC, FOR THE VILLAGE HALL PARTIAL ROOF REPLACEMENT

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Seal Tight Exteriors, Inc at a price not to exceed \$161,700.00 pending review and approval by the Village Attorney.

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

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

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

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Roof VH Ordinance (O-2022-100 : Award of Bid Village Hall Partial Roof Project)

Village of Buffalo Grove
Public Works Department

2022 Roof Replacement Project Village Hall

Tabulation

Bid Opening: August 25, 2022

	All American Exterior Solutions 150 Oakwood Rd Lake Zurich, IL 60047	Flotto Roofing 2111 Oakland Ave Crest Hill, IL 60403	G.E. Riddiford Company 2333 Hamilton Rd Arlington Heights, IL 60005	L. Marshall, Inc. 2100 Lehigh Ave Glenview, IL 60026	Seal Tight Exteriors 3239 Loverock Ave Steger, IL 60475
Bid Bond:	Yes	Yes	Yes	Yes	Yes
Signed Addendum	Yes	Yes	Yes	Yes	Yes
Total Base Bid	\$192,900.00	\$223,950.00	\$236,650.00	\$319,000.00	\$161,700.00
TOTAL COST	\$192,900.00	\$223,950.00	\$236,650.00	\$319,000.00	\$161,700.00

Attachment: Bidtab-VH Roof (O-2022-100 : Award of Bid Village Hall Partial Roof Project)

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone: (262) 432-0500
Fax: (262) 432-0504
www.irsroof.com

August 29, 2022

Mr. Nickelos Smith
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL

SUBJECT: Village Hall Partial Roof Replacement
50 Raupp Boulevard
Buffalo Grove, IL
IRS Job No. 17924

Dear Mr. Smith:

Bids for the above referenced project were opened on Thursday, August 25, 2022. Five (5) contractors submitted bids. Base Bids ranged from \$161,700.00 to \$319,000.00.

It is recommended that you accept the low Base Bid from Seal Tight Exteriors, in the amount of \$161,700.00.

If you should have any questions regarding the above, please feel free to contact me.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

Dave Angove

Dave Angove
Project Manager

Attachment: 17924 VBG Village Hall Roof Replacement Bid Recommendation (O-2022-100 : Award of Bid Village Hall Partial Roof Project)



**Ordinance No. O-2022-101 : Ordinance Approving a Revised
Municipal GIS Partners(MGP) Contract**

Recommendation of Action

Staff recommends approval of the revised agreement.

Staff recommends authorizing the Village Manager to execute a Contract with Municipal GIS Partners (MGP) for Geographical Information Services(GIS) for an amount not to exceed \$155,790.

ATTACHMENTS:

- MGP Memo (DOCX)
- Ordinance_Approving_an_MGP Contract (DOCX)
- MGP MASTER BuffaloGrovelL 2023 V01 (PDF)

Trustee Liaison
Johnson

Staff Contact
Brett Robinson, Finance

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 14, 2022
TO: Dane Bragg, Village Manager
FROM: Brett Robinson, Administrative Services Director
SUBJECT: GIS Consortium Service Provider Contract Revision

Recommendation

Staff recommends authorizing the Village Manager to execute an agreement with Municipal GIS Partners (MGP) for Geographical Information Services (GIS) for an amount not to exceed \$155,790.

Background

The GIS Consortium Service Provider Contract document was originally adopted in January of 2015 and then revised again in 2020. The Village has continued to use the selected service provider of the Geographical Information Services Consortium, Municipal GIS Partners (MGP)

The changes to the contract are minimal and were made to clarify responsibilities of each party and remove duplicative language.

Attachment: MGP Memo (O-2022-101 : GIS Service Provider Contract)

ORDINANCE 2022- _____**AN ORDINANCE APPROVING A CONTRACT BETWEEN THE VILAGE OF BUFFALO GROVE AND MUNICIPAL GIS PARTNERS**

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

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois, and 5 ILCS 220/1 et seq, of the Illinois Compiled Statutes, (1998), authorize and encourage intergovernmental cooperation; and

WHEREAS, this Contract was entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

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

SECTION 1. A responsibility exists to manage the geographical data that is a critical component required to deliver government services, and the approval of the revisions to the GIS Consortium Service Provider Contract will continue to allow Village staff to manage such data. Staff seeks to ensure proper usage and administration of the GIS program through the approval of the revised GIS Consortium Service Provider Contract.

SECTION 2. The Village Manager is authorized to execute a Contract with Municipal GIS Partners (MGP) for Geographical Information Services(GIS) for an amount not to exceed \$155,790.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ordinance Approving an MGP Contract (O-2022-101 : GIS Consortium Service Provider Contract)

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2023 (the “**Effective Date**”), by and between the Village of Buffalo Grove, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “***Municipality Manager***”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include 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 of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality 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.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for

damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the

creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant

acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged

failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Act*"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Applicable Regulations*")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "*Department*") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant 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 5/2-105(A)(4).

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

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089-2196
Attention: Brett Robinson
E-mail: brobinson@vbg.org

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work 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.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF BUFFALO GROVE

By: _____
 Name: _____
 Its: _____

By: _____
 Name: _____
 Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
 PARTNERS, INCORPORATED**

By: Donna J. Thomey
 Name: Donna Thomey
 Its: Management Support Specialist

By: Thomas A. Thomey
 Name: Thomas A. Thomey
 Its: President

Attachment 1
Statement of Work
to
GIS Consortium Service Provider Contract

(see attached)

Attachment: MGP MASTER BuffaloGrovelL 2023 V01 (O-2022-101 : GISC Service Provider Contract)



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Buffalo Grove (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2023, through December 31, 2023

Direct Program Hours: 1,154.00

Onsite presence: Average of 10.82 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The monthly fee for the staffing allocation is **\$12,982.50** per month. The total contract value for the agreement period is **\$155,790.00**.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.

2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

Attachment 2
Insurance
to
GIS Consortium Service Provider Contract

(see attached)

Attachment: MGP MASTER BuffaloGrovelL 2023 V01 (O-2022-101 : GISC Service Provider Contract)



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this 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 Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality 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" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant 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 Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant 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 Municipality, 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 Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
 2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant'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 Municipality, its officials, agents, employees and volunteers.
 4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant'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 Consultant shall be required to name the Municipality, 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 Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. 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*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.
- E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- 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: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, 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 Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



Ordinance No. O-2022-102 : Weather System Hardware & Program Agreement

Recommendation of Action

Staff recommends approval.

Staff requests that the Village Board waive bids and authorize the Village Manager to execute an agreement with Vaisala for weather system hardware and software in an amount not to exceed \$70,203.00 pending review and approval by the Village Attorney.

ATTACHMENTS:

- Weather System Update Memo (DOCX)
- Vaisala Ordinance (DOCX)
- Village of Buffalo Grove & Vaisala Sole Source (PDF)
- Ground Cast Sensor Quote (PDF)
- MD30 Mobile Sensor Quote (PDF)
- Wx Horizon Premium Plus Network Assessment Program (PDF)
- Weather Station Quote (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, September 19, 2022

**VILLAGE OF
BUFFALO GROVE**



MEMORANDUM

DATE: September 12, 2022

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

RE: Authorization to Waive Bids and Execute an Agreement with Vaisala

Recommendation

Staff requests that the Village Board waive bids and authorize the Village Manager to execute an agreement with Vaisala for weather system hardware and software in an amount not to exceed \$70,203.00 pending review and approval by the Village Attorney.

Background Information

Public Works has utilized DTN Weather Sentry for monitoring weather over the past few years. This weather service provided timely radar and weather predictions that were specific to the Chicago region. While the service was more advanced than free applications, it was not specific to the Village of Buffalo Grove in its reporting.

Through Vaisala, a set of hardware can be designed to report the condition of Village streets and weather directly to our staff. Some of the outputs of this system will include weather predictions, road temperatures, frost level, precipitation amount, wind speed and direction. The outputs of all these tools will give Public Works much more data to make decisions around, all of which are specific to our community and inclusive of all Public Work's operations.

Some of the improvements to Winter Operations include:

- Realtime readout of road conditions that gauge "grip", allowing for a specific assessment of when to start, stop or alter our response
- Detailed road condition information gathered from behind the plows to determine the level of salting needed to maintain a safe driving surface
- All outputs read across the Village rather than at a specific point (Public Works)
- Remote access to data specific to Village streets, allowing for a timely deployment of Village staff which reduces front end manhours
- System alerts for issues like black ice that could not typically be caught without visual inspection

Included as part of this new weather service is the following list of additional weather-related data points that will drive decision making and improve our level of service to our residents:

- Correlate rain data against sewer pumping or creek levels in real time to mobilize staff as needed
- Monitor frost levels against the potential for an increase in water main breaks
- Receive alerts when wind speeds exceed a threshold, allowing staff to mobilize for potential broken branches prior to receiving reports

- Monitor ground moisture for the ability to complete turf restorations or prairie burns as well as determine when watering is needed for trees or turf

Cost Considerations

Currently the Village is paying for DTN Weather Sentry at an annual cost of \$10,000.00, which only allows for 2 users. While our annual costs with Wx Horizon will be reduced, the upfront costs for the hardware are new and above the cost difference between the systems. The table below helps to demonstrate how the costs are distributed and compared over a five-year period. (Only the 2022 costs are being requested for approval at this time)

New System Components	2022	2023	2024	2025	2026	
WX Horizon	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
Ground Cast Sensor Kit	\$ 16,500	\$ -	\$ -	\$ 18,000	\$ -	(5 units)
MD30-System	\$ 20,703	\$ -	\$ -	\$ -	\$ -	(3 units)
MD30-System Annual Subscription	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	
RWS200 - wind, rain, frost	\$ 23,250	\$ -	\$ 23,250	\$ -	\$ 23,250	(3 units)
Installation Supervision	\$ 2,500	\$ -	\$ -	\$ -	\$ -	
Annual Total Cost	\$ 70,203	\$ 7,250	\$ 30,500	\$ 25,250	\$ 30,500	\$ 163,703
Existing Costs						
Existing System - Weather Sentry	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	
Totals	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (50,000)
Operational Savings						
Snow Commander Cost Reduction	\$ (2,750)	\$ (2,833)	\$ (2,917)	\$ (3,005)	\$ (3,095)	1 hour/event
Wind/Rain Cost Reduction	\$ (1,000)	\$ (1,030)	\$ (1,061)	\$ (1,093)	\$ (1,126)	1 hour/event
Park District Partnership?	\$ -	\$ -	\$ -	\$ -	\$ -	TBD
Salt Use Reduction?	\$ -	\$ -	\$ -	\$ -	\$ -	TBD
Totals	\$ (3,750)	\$ (3,863)	\$ (3,978)	\$ (4,098)	\$ (4,221)	\$ (19,909)
Annual Cost Balance	\$ 56,453	\$ (6,613)	\$ 16,522	\$ 11,152	\$ 16,279	\$ 93,794

Costs associated with the improvement of snow and ice operations, or the replacement of the current program, are assigned to the Streets Section – Snow & Ice Budget. Costs that are new to tracking precipitation and wind will be paid from the Capital Improvement to the SCADA software. This information can also be integrated into our water loss management software.

Public Works is confident that immediate savings will be realized with staff overtime for monitoring local conditions when significant weather is approaching. This is frequently done as snow & ice, severe thunderstorms or heavy rains are approaching the area to determine if or when a full crew may need to be called in. The data from this system will allow that timeframe to be shortened, which will lead to considerable savings for the Village.

The Park District has shown interest in using our system at a shared cost, which is a viable solution given Wx Horizon has no user limit. While we would not expect to drastically reduce the Village's share by partnering with them, it would be another annual cost reduction. Additionally, knowing specifically how slick our streets are will allow for a reduction in salt usage as spreading rates can be adjusted to match our road data. This cost savings is difficult to quantify but is present annually.

ORDINANCE 2022 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH VAISALA INC.

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

WHEREAS, the Village seeks to enter into an Agreement with Vaisala Inc. for weather system hardware and software.

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 Agreement with Vaisala Inc. for weather system hardware and software at a price not to exceed \$70,203.00, subject to the review and approval of the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Vaisala Ordinance (O-2022-102 : Weather System Hardware & Program Agreement)

VAISALA

September 14, 2022

Scott Fontanez
Street Manager
Village of Buffalo Grove
51 Raupp Blvd
Buffalo Grove, IL 60089

Dear Mr. Fontanez,

Vaisala, Inc. is the current vendor of numerous state and county Department of Transportation's (DOT's) providing a Roadway Weather Information System (RWIS). The RWIS data, provided from the Vaisala RWIS sensors is a specialized computer based weather monitoring system that provides pavement, atmospheric, and weather data to the Department of Transportation operations and maintenance personnel.

Vaisala, Inc. being the original provider of the RWIS is uniquely qualified to provide and support the system's unique application. Certain hardware and software capabilities are specifically designed and manufactured for the RWIS application, and thus are only available from Vaisala. Vaisala does not allow distributors or other third-party companies to sell our weather solutions. Please let me know of any questions.

Best Regards,

Sandra Thomas, MBA

Midwest Sales Manager

North America Transportation/Weather Sales

Vaisala Inc., 194 South Taylor Avenue, Louisville, CO 80027, USA

Tel +1 303 262 4022 | Mobile +1 720 822 5859

Email sandra.thomas@vaisala.com | www.vaisala.com

Vaisala Inc. | Boulder Office
194 South Taylor Ave, Louisville, CO, USA
Phone +1 303 346 2094 | Mobile +1 314 346 2094
Email Bert.Murillo@vaisala.com | www.vaisala.com

Restricted

Packet Pg. 302

Attachment: Village of Buffalo Grove & Vaisala Sole Source (O-2022-102 : Weather System Hardware & Program Agreement)



QUOTATION
Q-Village of Buffalo grove

Page 1 of 3

Quote By
Sandra Thomas
720-822-5859
sandra.thomas@vaisala.com

Buyer's Reference: Vaisala's Ground Cast Sensors

Date
27-Apr-22
Last Date of
Validity
31-DEC-22

Sold To

Scott C. Fontanez|Street
Manager of Public Works
Village of Buffalo Grove
51 Raupp Blvd,
Buffalo Grove IL 60089
PH: 847-459-2545
sfontanez@vbg.org

Delivery Address

Scott C. Fontanez|
Street Manager of Public Works
Village of Buffalo Grove
51 Raupp Blvd,
Buffalo Grove IL 60089
PH: 847-459-2545
sfontanez@vbg.org

Delivery Terms**Carriage by/via**

Payment
Terms 30 NET

Notes

Line #	Description	Quantity	Net Price (USD)
1	Ground Cast Sensor Kit: Includes 3 Year Contract: Five (5) DRS611 Wireless Sensors, Installation Kits, Cloud-based Software/Data Service, Replacement Sensors over life of contract	1 Each	\$16,500.00
Subtotal			\$16,500.00
Freight prepay and add			0.00
Grand Total			\$16,500.00

Prices are subject to changes in taxes, duties or other charges that may apply.

Important information

Vaisala's General Conditions, as applicable to the products and services in question, available via the links below and at <https://www.vaisala.com/en/vaisala-policies#terms-and-conditions>, shall exclusively apply to any quotation and order acknowledgment by Vaisala, and the applicability of terms and conditions included in customer's request for offer, order or any other customer's document shall be deemed rejected by Vaisala.

- General Conditions of Sale and Service of Vaisala Inc.

<https://www.vaisala.com/sites/default/files/documents/General-Conditions-of-Sale-and-Service-of-Vaisala-Inc-DOC247981.pdf>

- General License Conditions of Vaisala Group

<https://www.vaisala.com/sites/default/files/documents/DOC225649EN.pdf>

- General Conditions of Information Services of Vaisala Inc.

<https://www.vaisala.com/sites/default/files/documents/DOC235787.pdf>

As a result of the COVID-19 pandemic and ever-changing countermeasures by various countries, Vaisala's delivery and provision of services subject to this quotation/acknowledgement of order may be impacted. This may include, for example, the time between acceptance of your order and anticipated delivery or performance. If Vaisala's operations, or those of its suppliers, contractors and

Vaisala Inc
194 South Taylor Avenue
Louisville, CO, 80027
United States

Telephone +1 303 499 1701
Telefax +1 303 499 1767

Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792



QUOTATION
Q-00063929

Page 2 of 3

9.H.d

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference

Date
27-Apr-22
Last Date of
Validity
27-Jul-22

freight carriers, are impacted as a result of the COVID-19 Coronavirus pandemic and/or related countermeasures, Vaisala may be forced, and reserves the right, to suspend its deliveries and provision of services and/or extend the indicated delivery times. Vaisala will utilize all commercially reasonable efforts to communicate any such suspension or extension as soon as possible.

Attachment: Ground Cast Sensor Quote (O-2022-102 : Weather System Hardware & Program Agreement)

Vaisala Inc
194 South Taylor Avenue
Louisville, CO, 80027
United States

Telephone +1 303 499 1701
Telefax +1 303 499 1767

Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792

Restricted

Packet Pg. 304



QUOTATION
Q-00063929

Page 3 of 3

9.H.d

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference

Date
27-Apr-22
Last Date of
Validity
27-Jul-22

CRS Device Info

Line #	Description	Asset Number	Serial Number	Additional Information
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Attachment: Ground Cast Sensor Quote (O-2022-102 : Weather System Hardware & Program Agreement)

Vaisala Inc
194 South Taylor Avenue
Louisville, CO, 80027
United States

Telephone +1 303 499 1701
Telefax +1 303 499 1767

Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792

Restricted

Packet Pg. 305



QUOTATION
Q-00070721

Page 1 of 3

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference:
Village of Buffalo Grove: Three MD30 Mobile Sensors

Date
26-May-22
Last Date of
Validity
26-Aug-22

Sold To 396347
Village of Buffalo Grove

Delivery Address
Village of Buffalo Grove

Delivery Terms

Carriage by/via

Payment Terms
30 NET

Notes

Line #	Description	Quantity	Unit Price	Net Price (USD)
1	MD30-SYSTEM			
	Mobile Road Detector System			
	MD30	3 Each		13,500.00
	Mobile Road Detector			
	MD30FRONTMOUNT	3 Each		780.00
	MD30 Mounting Adapter for Front Towing Hook			
	BM10-NA	3 Each		1,500.00
	Bluetooth Module BM10-NA			
	MDPLATE	1 Each		519.00
	MD30 Reference Plate			
	12475SP	3 Each		195.00
	MD30 Connector Grease 225g tube			
	256824	3 Each		168.00
	USB Car Charger, Compact 2-port Fast Charging			
	258180	3 Each		114.00
	USB Charging Cable, 3M, USB-A(M)-USB-C(M)			
	Android App	3 Each		600.00
	Android Application			
	Account Set-up Fee	1 Each		300.00
	Account Setup			
2	MD30 Wx Horizon Subscription (Yearly)	3 Each	750.00	2,250.00
	MD30 Data + Online API			
3	Android Galaxy Tablet	3 Each	909.00	2,727.00
	PN 2646665 Tablet, Android Galaxy Tab A 8.4", 32GB Verizon version			
	<i>Tablet, Android galaxy Tab A 8.4", 32GB Verizon Version</i>			
4	Tablet Mount	3 Each	100.00	300.00
	PN 264332 Tablet Mount, Suction Cup X Grip			

Vaisala Inc
194 South Taylor Avenue
Louisville, CO, 80027
United States

Telephone +1 303 499 1701
Telefax +1 303 499 1767

Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792

Attachment: MD30 Mobile Sensor Quote (O-2022-102 : Weather System Hardware & Program Agreement)



QUOTATION
Q-00070721

Page 2 of 3

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference

Date
26-May-22
Last Date of
Validity
26-Aug-22

Line #	Description	Quantity	Unit Price	Net Price (USD)
	Twist lock Tablet Mount Suction Cup X Grip, Twist Lock			
Subtotal				22,953.00
Freight: Prepay and Add				0.00
Grand Total				22,953.00

Prices are subject to changes in taxes, duties or other charges that may apply.

Important information

Vaisala's General Conditions, as applicable to the products and services in question, available via the links below and at <https://www.vaisala.com/en/vaisala-policies#terms-and-conditions>, shall exclusively apply to any quotation and order acknowledgment by Vaisala, and the applicability of terms and conditions included in customer's request for offer, order or any other customer's document shall be deemed rejected by Vaisala.

- General Conditions of Sale and Service of Vaisala Inc.

<https://www.vaisala.com/sites/default/files/documents/General-Conditions-of-Sale-and-Service-of-Vaisala-Inc-DOC247981.pdf>

- General License Conditions of Vaisala Group

<https://www.vaisala.com/sites/default/files/documents/DOC225649EN.pdf>

- General Conditions of Information Services of Vaisala Inc.

<https://www.vaisala.com/sites/default/files/documents/DOC235787.pdf>

As a result of the COVID-19 pandemic and ever-changing countermeasures by various countries, Vaisala's delivery and provision of services subject to this quotation/acknowledgement of order may be impacted. This may include, for example, the time between acceptance of your order and anticipated delivery or performance. If Vaisala's operations, or those of its suppliers, contractors and freight carriers, are impacted as a result of the COVID-19 Coronavirus pandemic and/or related countermeasures, Vaisala may be forced, and reserves the right, to suspend its deliveries and provision of services and/or extend the indicated delivery times. Vaisala will utilize all commercially reasonable efforts to communicate any such suspension or extension as soon as possible.

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Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792



QUOTATION
Q-00070721

Page 3 of 3

9.H.e

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference

Date
26-May-22
Last Date of
Validity
26-Aug-22

CRS Device Info

Line #	Description	Asset Number	Serial Number	Additional Information
--------	-------------	--------------	---------------	------------------------

Attachment: MD30 Mobile Sensor Quote (O-2022-102 : Weather System Hardware & Program Agreement)

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Telefax +1 303 499 1767

Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792

Restricted

Packet Pg. 308

VAISALA**QUOTATION**
Q-00070711

Page 1 of 3

Quote By
Sandra Thomas
sandra.thomas@vaisala.com**Buyer's Reference:**
Wx Horizon Premium Plus:
Network Assessment Package**Date**
26-May-22
Last Date of
Validity
24-Aug-22**Sold To** 396347
Village of Buffalo Grove**Delivery Address**
Village of Buffalo Grove**Delivery Terms****Carriage by/via****Payment Terms**
30 NET**Notes**

Line #	Description	Quantity	Net Price (USD)
1	Wx Horizon Premium Plus Wx Horizon Premium Plus: Network Assessment Package	1 Year	5,000.00
Subtotal			5,000.00
Grand Total			5,000.00

*Prices are subject to changes in taxes, duties or other charges that may apply.***Important information**

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<https://www.vaisala.com/sites/default/files/documents/DOC225649EN.pdf>

- General Conditions of Information Services of Vaisala Inc.

<https://www.vaisala.com/sites/default/files/documents/DOC235787.pdf>

As a result of the COVID-19 pandemic and ever-changing countermeasures by various countries, Vaisala's delivery and provision of services subject to this quotation/acknowledgement of order may be impacted. This may include, for example, the time between acceptance of your order and anticipated delivery or performance. If Vaisala's operations, or those of its suppliers, contractors and freight carriers, are impacted as a result of the COVID-19 Coronavirus pandemic and/or related

Vaisala Inc
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United StatesTelephone +1 303 499 1701
Telefax +1 303 499 1767Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792

VAISALA**QUOTATION**
Q-00070711

Page 2 of 3

Quote By
Sandra Thomas
sandra.thomas@vaisala.com**Buyer's Reference****Date**
26-May-22
Last Date of
Validity
24-Aug-22

countermeasures, Vaisala may be forced, and reserves the right, to suspend its deliveries and provision of services and/or extend the indicated delivery times. Vaisala will utilize all commercially reasonable efforts to communicate any such suspension or extension as soon as possible.

Attachment: Wx Horizon Premium Plus Network Assessment Program (O-2022-102 : Weather System Hardware & Program Agreement)

Vaisala Inc
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Louisville, CO, 80027
United StatesTelephone +1 303 499 1701
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Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792



QUOTATION
Q-00070711

Page 3 of 3

9.H.f

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference

Date
26-May-22
Last Date of
Validity
24-Aug-22

CRS Device Info

Line #	Description	Asset Number	Serial Number	Additional Information
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Vaisala Inc
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Telephone +1 303 499 1701
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Tax Name/Number
Fed Id # 87197 2345 RT0001
QST # 04-2731916
1210562792

Restricted

Packet Pg. 311

Attachment: Wx Horizon Premium Plus Network Assessment Program (O-2022-102 : Weather System Hardware & Program Agreement)

Date: September 14, 2022

Village of Buffalo Grove Weather Station for Wind, Snow, Rain and Multi-depth Subsurface Temperature Measurements.

Dear Scott,

It is with great pleasure that Vaisala, Inc. submits the attached proposal in response to Village of Buffalo Grove Weather Station and Commissioning. Our proposal includes the equipment as requested. A detailed description of our proposal is included below.

Vaisala has provided what we feel to be the correct quantities of equipment to satisfy the form and function of the project. Vaisala shall not be responsible for equipment, services, or documentation not listed in our proposal. If there are proposed changes to the scope, Vaisala would be happy to re-quote the project based on any new considerations.

Vaisala is the world leader in the RWIS industry and continues to strive through technology and superior customer service to meet the needs of our customers. Our team looks forward to working with you. Please feel free to contact me with any questions / comments.

Sincerely,
Vaisala Inc.

Sandra Thomas, MBA
Midwest Sales Manager
North America Transportation
Weather Sales
Vaisala, Inc.

PRICE SUMMARY / COMMERCIAL TERMS**PRIMARY BID, SCOPE OF WORK AND MATERIALS PROVIDED \$25,750.00**

1. Please refer to submitted Quote No. **00084383-2** for equipment and services to be supplied

NOTES, CLARIFICATIONS - ASSUMPTIONS: Village of Buffalo Grove Weather Station & Commissioning

1. Vaisala will perform and be responsible for the following:

1. Supply equipment and/or services per Quote No. 00084383-2
 - a. One (1) WXT536 Weather Sensor
 - b. One (1) DRD11A Precipitation Sensor
 - c. One (1) TPS10 Multi-depth Subsurface Temperature probe
 - d. One (1) Modem-Activated
 - e. Installation Supervision
 - f. Commissioning: Includes up to 1 day on-site and travel.

Attachment: Weather Station Quote (O-2022-102 : Weather System Hardware & Program Agreement)

2. The contractor or others will be responsible for the following:

1. Installation of equipment according to the instructions provided in the included equipment installation manuals.
2. Any and all cable runs from junction box to RPU
3. Any customer specific documentation and/or drawings and labeling.
4. Provide any traffic control necessary and/or airport access.
5. Third party non Vaisala equipment, software, system, and solutions
6. All civil works, including trenching and other ground work, as required
7. P.E. stamping if required.
8. Clear zone calculations and/or other evaluations to ensure suitability of site location and ability to meet local safety codes

3. Notes:

1. Only equipment and services listed on the above to referenced quote number are included.
 - a. 42110002 | Type V Sensor Extension Cable | \$2.75 FT
2. Estimated equipment lead times have been included with the attached proposal. The lead times are current as of the quoted date and may be subject to change.
3. Quote revision number could be updated to reflect changes to the order, such as revisions to equipment, services, and/or to reflect customer account information
4. Please allow 4-6 Weeks to schedule Installation Supervision and Commissioning
5. Vaisala Standard Commissioning and Testing
6. Quote #00084383-2 does not include applicable taxes. If tax should be exempt, please submit tax exempt certificate to Vaisala.
7. Shipping charges are DAP destination (pre-pay and add)
8. Payment Terms – NET 30 Days
9. Prices are valid for 90 days and are for this project only
10. Assumes Vaisala General Conditions of Sale, Service and License Conditions (may also be found at the bottom of each quote)
 - a. General Conditions of Sale, General Conditions of Service, and General License Conditions of Vaisala, available via the links below, shall exclusively apply to any quotation and order acknowledgment by Vaisala, and the applicability of terms and conditions included in customer's request for offer, order or any other customer's document shall be deemed rejected by Vaisala.
 - i. <http://www.vaisala.com/DOC223577EN>
 - ii. <http://www.vaisala.com/DOC223578EN>
 - iii. <http://www.vaisala.com/DOC225649EN>
 - iv. <http://www.vaisala.com/DOC235787>
 - v. <https://www.leosphere.com/terms-and-conditions/>
<http://www.vaisala.com/DOC244302EN>

Quote By
Sandra Thomas
720-822-5859
sandra.thomas@vaisala.com

**Buyer's Reference: Weather Station with Wind: Speed & Direction,
Air Temp/Relative Humidity, Precipitation, Barometric Pressure,
Snow: Falling, rate, intensity and Multi-depth Subsurface
Temperature Probe**

Date
14-Sep-22
Last Date of Validity
13-Dec-22

Sold To 396347
Village of Buffalo Grove

Delivery Address
Village of Buffalo Grove

Billing Address
Village of Buffalo Grove

Delivery Terms

Carriage by/via

Payment Terms
30 NET

End Customer
Village of Buffalo Grove, ,

Notes

Estimated Delivery Time: 10 business days after unit has arrived at Vaisala.

Line #	Description	Quantity	Unit Price	Net Price (USD)
1	RWS200 Data Collection and Processing System NN0N3N0A0A0N0B0E0A2N1 RWS200 - a configurable Road Weather Station for roads and airports.	1.00 Each	17,751.00	17,751.00
	COO:FI			
	No Wind Speed and Direction Sensor	1.00 Each	0.00	
	DRD11A Precipitation sensor	1.00 Each	1,039.00	
	Interface for DRD11A sensor	1.00 Each	0.00	
	No Barometric Pressure Sensor	1.00 Each	0.00	
	WXT536 Weather transmitter, heated	1.00 Each	2,800.00	
	Shielded 10m Cable, 8-pin M12 Connector in One End	1.00 Each	125.00	
	Mounting Accessory between Mounting kit and 60mm tube	1.00 Each	111.00	
	SENSORARMFIX60 Sensor arm installation kit for wind sensors (SENSORARMFIX60)	1.00 Each	82.00	
	Interface for WXT536	1.00 Each	0.00	
	Multidepth ground temperature sensor TPS10 (NA)	1.00 Each	4,069.00	
	No Traffic Counter Sensor	1.00 Each	0.00	
	No Device Control	1.00 Each	0.00	
	USA & CA WIFI enabled GPS & Cellular antenna and WIFI whip antenna	1.00 Each	389.00	
	Allocation for Primary WR21 Router (modem ordered separately)	1.00 Each	138.00	

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Tax Name/Number 87197 2345 RT0001
Fed Id # 04-2731916
QST # 1210562792

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference

Date
14-Sep-22
Last Date of Validity
13-Dec-22

Line #	Description	Quantity	Unit Price	Net Price (USD)
	No optional secondary communication telemetry	1.00 Each	0.00	
	256102-RWS-US DIGI WR21 MODEM 4G WR21-M5-TRANSPORT - CONFIGURED/ACTIVATED-RWS200	1.00 Each	1,074.00	1,074.00
	No solar power No solar panels	1.00 Each	0.00	
	Mains power with US socket	1.00 Each	747.00	
	26Ah backup battery	1.00 Each	312.00	
	No Sensor Arm	1.00 Each	0.00	
	ENC652 enclosure and radiation shield	1.00 Each	2,100.00	
	DRUNIV 80-600mm Mast Mounting Kit w/o perf. band for ENC652 and ENC722	1.00 Each	339.00	
	No Enclosure Installation Kit	1.00 Each	0.00	
	ASM211177	1.00 Each	425.00	425.00
	Mounting Frame RWS200			
	RWS200 Base Structure	1.00 Each	5,500.00	
2	239709	1.00 Each	4,000.00	4,000.00
	Site Acceptance Test Day SAT performed onsite.			
3	239707	1.00 Each	2,500.00	2,500.00
	Installation Supervision Day			
Subtotal				25,750.00
Freight				0.00
Grand Total				25,750.00

Prices are subject to changes in taxes, duties or other charges that may apply.

Important information

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- General Conditions of Sale and Service of Vaisala Inc.

<https://www.vaisala.com/sites/default/files/documents/General-Conditions-of-Sale-and-Service-of-Vaisala-Inc-DOC247981.pdf>

- General License Conditions of Vaisala Group

<https://www.vaisala.com/sites/default/files/documents/DOC225649EN.pdf>

- General Conditions of Information Services of Vaisala Inc.

<https://www.vaisala.com/sites/default/files/documents/DOC235787.pdf>

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Tax Name/Number 87197 2345 RT0001
Fed Id # 04-2731916
QST # 1210562792

Quote By
Sandra Thomas
sandra.thomas@vaisala.com

Buyer's Reference

Date
14-Sep-22
Last Date of Validity
13-Dec-22

- General Conditions of Subscription Services of Vaisala Group

<https://www.vaisala.com/sites/default/files/documents/DOC250754-A-General-Conditions-of-Subscription-Services.pdf>

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Attachment: Weather Station Quote (O-2022-102 : Weather System Hardware & Program Agreement)



Ordinance No. O-2022-103 : Ordinance Approving the Aptakisic Road Project Specific Agreement

Recommendation of Action

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

This Project Specific Agreement outlines the responsibilities of the Village and of Lake County for the Aptakisic Road Improvement Project from Buffalo Grove Road to the west corporate limits of Buffalo Grove.

ATTACHMENTS:

- Project Specific Agreement Aptakisic Road Memo 22-0726 (DOCX)
- ORDINANCE - Approving Project Specific Agreement (DOCX)
- Buffalo Grove IGA Draft 8.30.22(ToVillage) (PDF)
- Municipal Acceptance BuffaloGrove (PDF)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: August 26, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Aptakisic Road Project Specific Agreement

Recommendation

Staff recommends approval of the Project Specific Agreement for the Aptakisic Road Improvements and authorizes the Village Manager to execute all necessary documents related to this agreement, subject to review and approval by the Village Attorney.

Project Overview

Lake County Department of Transportation's Weiland Road widening project is approaching the late 2022 letting date. The Village and the County are required to complete the Project Specific Agreement prior to the letting date. This project specific agreement includes Aptakisic Road from Buffalo Grove Road to the west end of the Buffalo Grove corporate limits.

The Project Specific Agreement is to be approved by an ordinance and includes:

1. The Agreement between the Village and the County for the Aptakisic Road widening project between Buffalo Grove Road to the west end of the Buffalo Grove corporate limits
2. Dedication of a portion of a Village owned property to Lake County DOT for Right-of-Way purposes.
3. Granting of three permanent easements by the Village to the County for construction purposes.
4. Granting of five temporary easements by the Village to the County for construction purposes.

With this Agreement, the Village's local share is estimated to be approximately \$393,000 in total and is proposed in the FY 2023 budget.

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING THE PROJECT SPECIFIC AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF APTAKISIC ROAD FROM BUFFALO GROVE
ROAD TO THE WEST END OF THE BUFFALO GROVE CORPORATE LIMITS
AND FOR THE DEDICATION OF RIGHT-OF-WAY AND GRANTING OF
EASEMENTS

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

WHEREAS, the quality of life is enhanced by a high quality arterial street transportation system which allows both commuters and residents to travel efficiently in and out of the Village of Buffalo Grove and reduces the amount of “cut through” traffic through the neighborhood streets; and,

WHEREAS, THIS AGREEMENT sets forth the specific duties and responsibilities of the COUNTY and the VILLAGE for the Aptakisic Road Improvements from Buffalo Grove Road to the west end of the Buffalo Grove corporate limits with the County of Lake, 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 Project Specific Agreement for the Aptakisic Road Improvements from Buffalo Grove Road to the west end of the Buffalo Grove corporate limits with the County of Lake.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Village President

ATTEST:

Village Clerk

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF APTAKISIC ROAD
FROM BUFFALO GROVE ROAD TO THE WEST END OF
THE BUFFALO GROVE CORPORATE LIMITS
AND FOR THE DEDICATION OF RIGHT-OF-WAY
AND GRANTING OF EASEMENTS**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as “parties” and individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and VILLAGE, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, are desirous to make certain permanent roadway and non-motorized facility improvements to Aptakisic Road (COUNTY Highway 33) between Illinois Route 83 and Buffalo Grove Road (COUNTY Highway 16); including but not limited to road reconstruction and widening, multi-use path and sidewalk, street lighting, watermain and sanitary sewer modifications, signal interconnection, and stormwater compensatory storage area expansion and the construction of traffic signals at Aptakisic Road (COUNTY Highway 33) and Brandywyn Lane (hereinafter IMPROVEMENT); and referred to as COUNTY Section 09-00088-18 and,

WHEREAS, the COUNTY has jurisdictional authority and maintenance responsibility over Aptakisic Road (COUNTY Highway 33) from Illinois Route 83 to Buffalo Grove Road (COUNTY Highway 16); and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering, Ltd., which, by reference herein, hereby become a part hereof. As of this writing, the current version of the plans are dated October 18, 2021 (Pre-Final Version); and,

WHEREAS, a project location map indicating the IMPROVEMENT limits and a concept plan generally depicting the IMPROVEMENT within the VILLAGE are attached as EXHIBIT A to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, the COUNTY requires one (1) area of real property abutting Aptakisic Road (COUNTY Highway 33) which is presently owned by the VILLAGE to become right-of-way (hereinafter RIGHT-OF-WAY), three (3) areas of permanent easements (hereinafter PERMANENT EASEMENTS) within property owned by the VILLAGE (hereinafter PERMANENT EASEMENT PROPERTY), and five (5) areas of temporary

easements (hereinafter TEMPORARY EASEMENTS) within property owned by the VILLAGE (hereinafter TEMPORARY EASEMENT PROPERTY); and,

WHEREAS, the Plat of Highways showing the RIGHT-OF-WAY (as Parcel 0017), PERMANENT EASEMENTS (as Parcel 0016 PE, Parcel 0017 PE, and Parcel 0021 PE) and TEMPORARY EASEMENTS (as Parcel 0017 TE-A, Parcel 0017 TE-B, Parcel 0021 TE-A, Parcel 0021 TE-B, and Parcel 0022 TE) (hereinafter PLAT) is attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the legal descriptions for the RIGHT-OF-WAY, PERMANENT EASEMENTS and TEMPORARY EASEMENTS are attached as EXHIBIT D to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., (hereinafter the ACT) authorizes units of local government to agree to transfer land between said units of local government; and,

WHEREAS, pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT; and,

WHEREAS, the VILLAGE agrees to convey to the COUNTY the necessary RIGHT-OF-WAY, PERMANENT EASEMENTS and TEMPORARY EASEMENTS for the IMPROVEMENT; and,

WHEREAS, it has been determined by engineering studies that, in order to construct the IMPROVEMENT, stormwater detention and compensatory storage are required; and,

WHEREAS, the COUNTY and the VILLAGE previously entered into a PROJECT SPECIFIC AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR THE IMPROVEMENT OF BUFFALO GROVE ROAD AND FOR THE DEDICATION OF RIGHT-OF-WAY AND GRANTING OF EASEMENTS FROM DEERFIELD PARKWAY TO ILLINOIS ROUTE 22/HALF DAY ROAD dated the fourteenth day of January, A.D. 2020, that provided for the stormwater detention required for this IMPROVEMENT; and,

WHEREAS, this IMPROVEMENT will provide for the required compensatory storage within a portion of a VILLAGE-owned parcel (Parcel 0016 PE) (hereinafter COMPENSATORY STORAGE AREA); and,

WHEREAS, the VILLAGE is desirous that the COMPENSATORY STORAGE AREA be designed by the COUNTY as a dry bottom basin with native seed mix; and,

WHEREAS, the VILLAGE owns and maintains potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains all sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter SANITARY SEWER), for which modification is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains street lighting within the project limits, including light poles, mast arms, luminaires, foundations, controllers, conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING) for which removal or modification is necessary to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY includes the installation of new multi-use path and the reconstruction of existing VILLAGE-owned sidewalk and multi-use path along Aptakisic Road (COUNTY Highway 33), inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter NON-MOTORIZED FACILITIES), as municipal facilities and as detailed in the PLANS ; and,

WHEREAS, the proposed IMPROVEMENT requires replacement of the existing traffic signals at Brandywyn Lane and Aptakisic Road (COUNTY Highway 33) (hereinafter TRAFFIC SIGNALS) with emergency vehicle pre-emption systems (hereinafter EVPS), as detailed in the MASTER AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL DEVICES, as amended, (hereinafter MASTER TRAFFIC SIGNAL AGREEMENT); and,

WHEREAS, the WATERMAIN, SANITARY SEWER, NON-MOTORIZED FACILITIES, and STREET LIGHTING shall collectively be known as VILLAGE facilities (hereinafter VILLAGE FACILITIES); and,

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

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

WHEREAS, said IMPROVEMENT to Aptakisic Road (COUNTY Highway 33) as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

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

SECTION I.
Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
The Design, Construction and Maintenance of the IMPROVEMENT
COUNTY Responsibilities and VILLAGE Responsibilities

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

As of this writing, the current PLANS are the prefinal set of plans and specifications prepared by Christopher B. Burke Engineering, Ltd., with a submission date of October 18, 2021. Said PLANS, by reference herein, hereby become a part hereof. The VILLAGE shall have the opportunity to review and approve said PLANS with respect to VILLAGE FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.

2. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be processed, let, administered and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 13, 2022. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed related to the IMPROVEMENT on VILLAGE property or VILLAGE FACILITIES and require the successful bidder to indemnify and hold harmless the VILLAGE.
5. The COUNTY’s published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS (hereinafter NON-MOTORIZED POLICY), sets forth a

standardized cost-sharing arrangement between the COUNTY and municipalities for new NON-MOTORIZED FACILITIES within COUNTY Highway rights-of-way.

6. The VILLAGE agrees that the sharing of costs for the installation of new NON-MOTORIZED FACILITIES shall be in accordance with the current NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering, construction and land acquisition costs of new NON-MOTORIZED FACILITIES with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering, construction and land acquisition costs for any new NON-MOTORIZED FACILITIES. [Twenty percent (20%) of the costs of Construction, twenty percent (20%) of Design Engineering costs, twenty percent (20%) of the land acquisition costs, and twenty percent (20%) of the Construction Engineering Supervision costs].
7. The VILLAGE shall be responsible for one hundred percent (100%) of the engineering, construction and land acquisition costs for the removal and replacement of existing Village owned NON-MOTORIZED FACILITIES, for which removal and replacement is necessary in order to accommodate the construction of the IMPROVEMENT. [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs, one hundred percent (100%) of the land acquisition costs, and one hundred percent (100%) of the Construction Engineering supervision costs].
8. The COUNTY agrees to remove the STREET LIGHTING within the project limits as part of the IMPROVEMENT and to salvage the removed poles, mast arms, and luminaires back to the VILLAGE, except as noted in Item 9 and 10 below.
9. It is mutually agreed by and between the parties hereto that the existing street light at the intersection of Aptakisic Road (County Highway 33) and Twin Oaks Boulevard will remain in place after the IMPROVEMENT and that it may need to be modified and/or relocated to accommodate construction of the IMPROVEMENT; and,
10. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of all engineering and construction costs associated with the modification and removal of STREET LIGHTING as stipulated hereafter. [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].
11. The VILLAGE agrees to reimburse the COUNTY for fifty percent (50%) of the engineering and construction cost for the replacement of the TRAFFIC SIGNALS and EVPS for the IMPROVEMENT in accordance with the MASTER TRAFFIC SIGNAL AGREEMENT. [Fifty percent (50%) of the cost of Construction, fifty percent (50%) of Design Engineering costs and fifty percent (50%) of the Construction Engineering Supervision costs].
12. The VILLAGE agrees to assist with facilitating said WATERMAIN and SANITARY SEWER work with local VILLAGE residents and property owners including providing notice of any temporary water and/or sewer service interruptions.

13. The VILLAGE shall be responsible for one hundred percent (100%) of the engineering and construction costs for the WATERMAIN and SANITARY SEWER work required as part of the IMPROVEMENT. [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].
14. The COUNTY shall cause the COMPENSATORY STORAGE AREA to be designed and constructed as part of this IMPROVEMENT and as detailed in the PLANS without reimbursement from the VILLAGE.
15. It is further mutually agreed by and between the parties hereto that the COMPENSATORY STORAGE AREA shall be designed as a dry bottom basin with native seed mix.
16. The VILLAGE further agrees to accept full responsibility for maintenance and operation of the COMPENSATORY STORAGE AREA. The VILLAGE further agrees to indemnify and hold harmless the COUNTY, its elected officials and its duly appointed officials, agents, officers, employees and representatives, and the LCDOT, its duly appointed officials, agents, officers, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the maintenance and operation of the COMPENSATORY STORAGE AREA as heretofore described.
17. The VILLAGE shall take no action that would prohibit, hinder, interfere with, block, re- route, diminish, or lessen or render ineffective, in any manner or form, the COMPENSATORY STORAGE AREA.
18. It is further agreed by and between the parties hereto that no grading, buildings, signs, conduits, cables, wires, sewers, pipes, watermains, vaults, transmissions lines, fencing, landscaping, or other such features, facilities or structures shall be placed in such a manner as to be conflict with the expanded COMPENSATORY STORAGE AREA.
19. The COUNTY agrees to construct the VILLAGE FACILITIES and COMPENSATORY STORAGE AREA in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified in Exhibit B.
20. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the VILLAGE FACILITIES constructed as a part of the IMPROVEMENT is \$393,835.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE FACILITIES, an amount equal to ninety five percent (95%) of its obligation for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$374,144. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the VILLAGE FACILITIES upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of

an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE FACILITIES. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$19,692.

21. It is mutually agreed that upon substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the VILLAGE FACILITIES within the COUNTY highway right-of-way of Aptakisic Road (COUNTY Highway 33) will be owned and maintained, or cause to be maintained, by the VILLAGE in perpetuity without reimbursement by the COUNTY, including any future changes or revisions to the VILLAGE FACILITIES as needed because of operations of the LCDOT. The COUNTY will not have any obligation to operate or maintain said VILLAGE FACILITIES.
22. It is mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by September 1, 2022 for the VILLAGE FACILITIES located within the COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
23. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE FACILITIES shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

SECTION III.
Conveyance of RIGHT-OF-WAY and
Granting of PERMANENT EASEMENTS and
TEMPORARY EASEMENTS by the VILLAGE

1. The parties acknowledge that pursuant to the ACT, the VILLAGE may transfer all of its right, title and interest, in the property needed for the IMPROVEMENT to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT.
2. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the conveyance of the RIGHT-OF-WAY and for the granting of the PERMANENT EASEMENTS and TEMPORARY EASEMENTS.
3. The VILLAGE agrees to dedicate to the COUNTY, at no cost to the COUNTY, for public roadway purposes, the RIGHT-OF-WAY, pursuant to the PLAT and the necessary land acquisition documents.
4. The VILLAGE agrees to grant the PERMANENT EASEMENTS and TEMPORARY EASEMENTS to the COUNTY, at no cost to the COUNTY, for the purpose of constructing the IMPROVEMENT as detailed in the PLANS, pursuant to the PLAT and the necessary land acquisition documents.

5. Provided they are consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY ENGINEER the necessary land acquisition and/or conveyance documents for said RIGHT-OF-WAY and PERMANENT EASEMENTS and TEMPORARY EASEMENTS within ten (10) working days of the receipt of said documents.
6. The COUNTY agrees to record all COUNTY Highway right-of-way and permanent easements that may be acquired in connection with the IMPROVEMENT.

SECTION IV. General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, nor is the VILLAGE (including its elected officials, duly appointed officials, employees and agents), to be construed to be the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.

ATTEST:

 Janet Sirabian
 Village Clerk

VILLAGE OF BUFFALO GROVE

By: _____
 Beverly Sussman
 President

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

By: _____
 Sandra Hart
 Chair, Lake County of Board

Date: _____

ATTEST:

 Robin O'Connor
 Clerk
 Lake County

Attachment: Buffalo Grove IGA Draft 8.30.22(ToVillage) (O-2022-103 : Aptakisic Road Project Specific Agreement)

EXHIBIT A

**DEPICTION OF PROJECT LOCATION,
AND VILLAGE FACILITIES INCLUDED IN THE IMPROVEMENT**

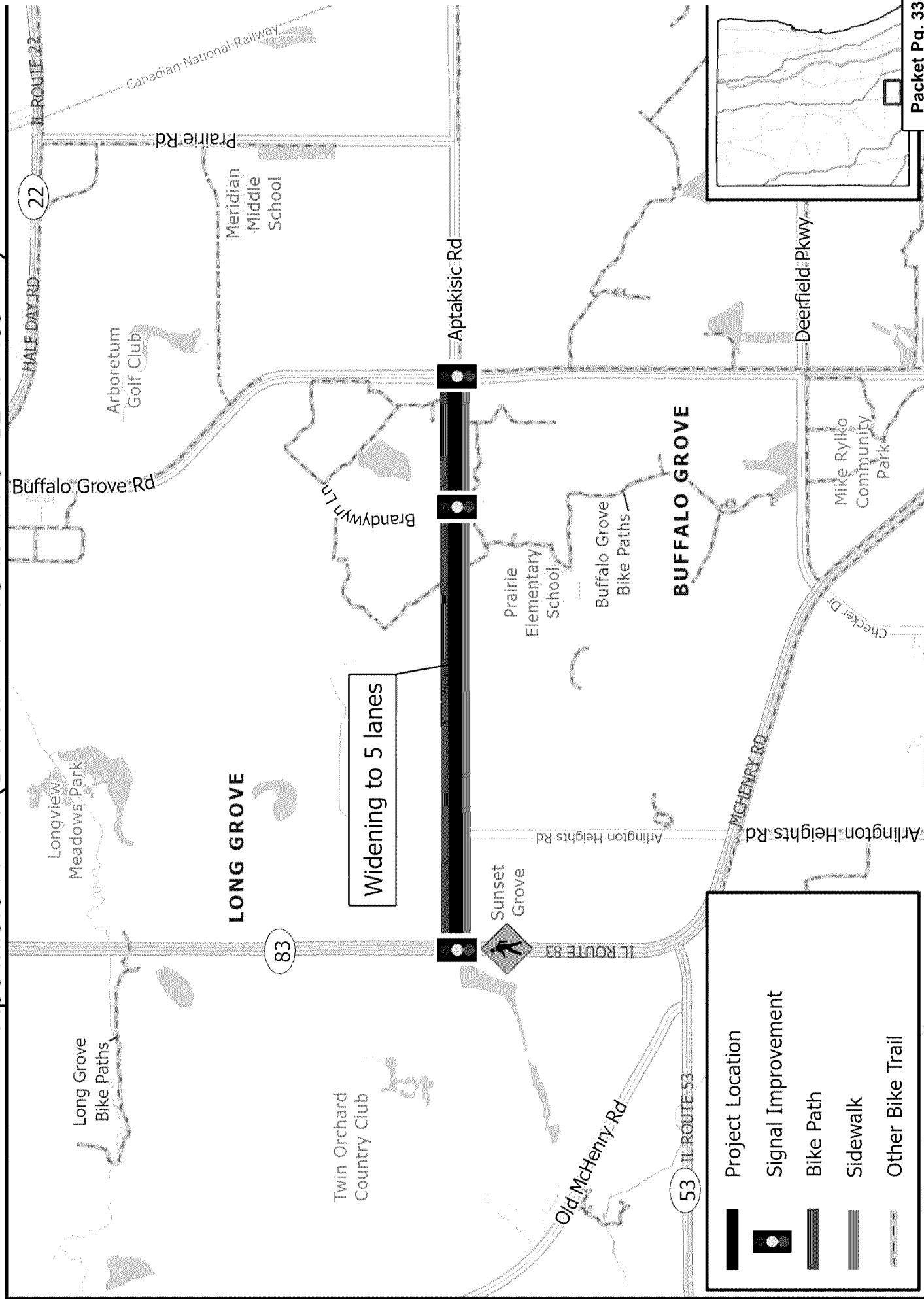
Attachment: Buffalo Grove IGA Draft 8.30.22(To Village) (O-2022-103 : Aptakisic Road Project Specific Agreement)

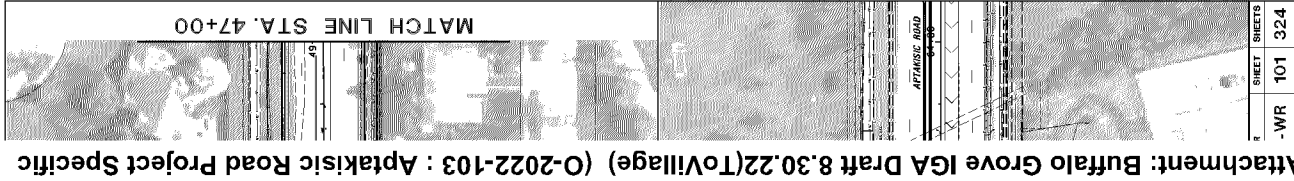
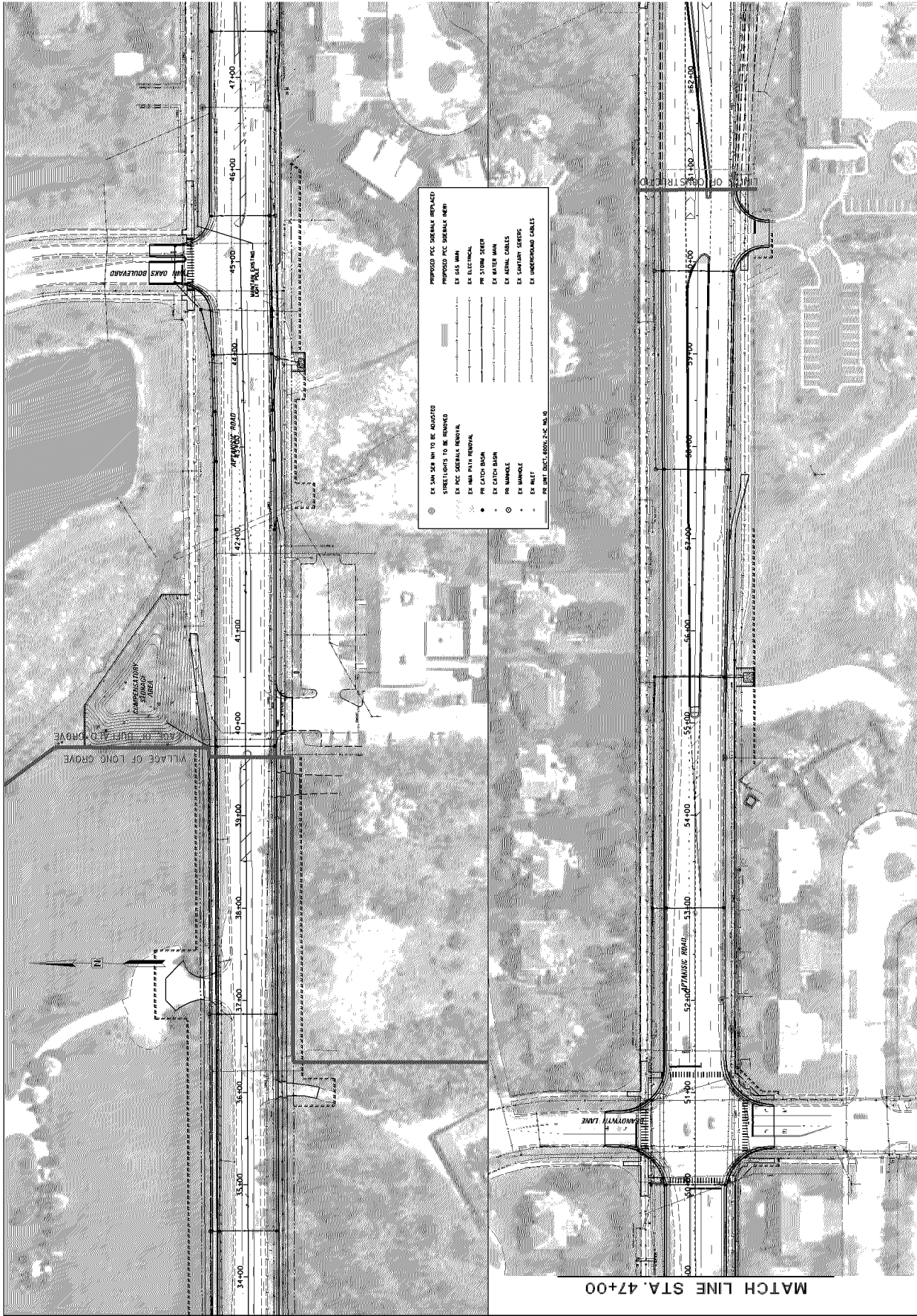
Location Map

Aptakisic Road (Buffalo Grove Road to IL Route 83)

9.I.c

Exhibit A





REVISIONS / REMARKS		DATE	BY	SURVEYOR	PROJECT / LOCATION	SHEET NO.	SHEET TOTAL
NO.	DESCRIPTION						
1	AS SHOWN	11/11/2022	W. J. BROWN	W. J. BROWN	APTAKISIC ROAD RECONSTRUCTION VILLAGE OF BUFFALO GROVE EXHIBIT A	101	324

ROUTE	SECTION	SECTION
CH33	088	09-000

APTAKISIC ROAD RECONSTRUCTION
VILLAGE OF BUFFALO GROVE EXHIBIT A

SCALE
HORIZONTAL
1" = 40'

VERTICAL
1" = 10'

FILE NAME: N:\CDDT\2022\CH33\BuffGro\GroExhA.dwg

EXHIBIT B

**ESTIMATED DIVISION OF COST APTAKISIC ROAD
VILLAGE OF BUFFALO GROVE**

Attachment: Buffalo Grove IGA Draft 8.30.22(ToVillage) (O-2022-103 : Aptakasic Road Project Specific Agreement)



Aptakisic Road Widening
Route 83 - Buffalo Grove Road
09-00088-18-WR
Engineer's Estimate of Sidewalk and Utility Costs in Buffalo Grove
7/1/2022

Item	Unit	Unit Cost	Quantity	Total Cost	Portion Attributable to LCDOT		Portion Attributable to Village of Buffalo Grove	
					Percentage	Cost	Percentage	Cost
Existing Sidewalk Removal	SQ. FT	\$2.50	12,597	\$31,492.50	0%	\$0.00	100%	\$31,492.50
Proposed Agg Base Course, Ty B 6" (For Replacement SW)	SQ. YD	\$10.00	1,790	\$17,900.00	0%	\$0.00	100%	\$17,900.00
Proposed Agg Base Course, Ty B 6" (For New SW)	SQ. YD	\$10.00	54	\$540.00	80%	\$432.00	20%	\$108.00
Proposed Sidewalk (For Replacement SW)	SQ. FT	\$8.00	16,095	\$128,760.00	0%	\$0.00	100%	\$128,760.00
Proposed Sidewalk (For New SW)	SQ. FT	\$8.00	479	\$3,832.00	80%	\$3,065.60	20%	\$766.40
Proposed Detectable Warnings	SQ. FT	\$35.00	188	\$6,580.00	80%	\$5,264.00	20%	\$1,316.00
Brandywyn Traffic Signal	L SUM	\$350,000.00	1	\$350,000.00	50%	\$175,000.00	50%	\$175,000.00
Removal of Lighting Unit, Salvage	EACH	\$250.00	11	\$2,750.00	0%	\$0.00	100%	\$2,750.00
Removal of Pole Foundation	EACH	\$250.00	11	\$2,750.00	0%	\$0.00	100%	\$2,750.00
Unit Duct, 600V, 2-1C NO. 10	FOOT	\$15.00	400	\$6,000.00	0%	\$0.00	100%	\$6,000.00
Sanitary Manhole Adjustments	EACH	\$1,000.00	8	\$8,000.00	0%	\$0.00	100%	\$8,000.00

Construction Subtotals:	\$558,604.50	\$183,761.60	\$374,843
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***Design Engineering (7%):	\$39,102.32	\$31,281.85	\$7,820
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****Construction Engineering (10%):	\$55,860.45	\$44,688.36	\$11,172
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Total Costs:	\$653,567.27	\$259,731.81	\$393,835
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Notes:
 * Initial 95% payment to be based on actual bid prices after letting
 ** Remaining 5% to be based on actual quantities after construction
 *** Design Engineering calculated as 7% of construction
 **** Construction Engineering calculated as 10% of construction

* Initial 95%	\$374,144
** Estimated 5%	\$19,692

EXHIBIT C
PLAT OF HIGHWAYS

Attachment: Buffalo Grove IGA Draft 8.30.22(ToVillage) (O-2022-103 : Aptakisic Road Project Specific Agreement)

LAKE COUNTY
DIVISION OF TRANSPORTATION

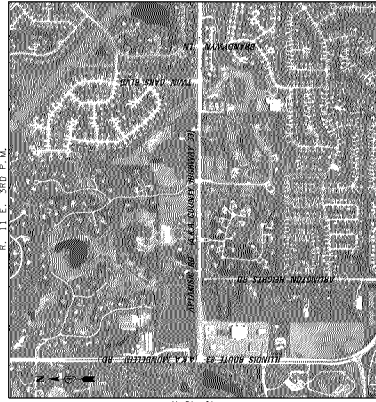
PLAT OF HIGHWAYS

**APTAKISIC ROAD (COUNTY HIGHWAY 33)
SECTION 09-00088-18-WR**

LAKE COUNTY

**LIMITS ILLINOIS ROUTE 83 (A.K.A. MUNDELEIN ROAD)
TO BRANDYWYN LANE**

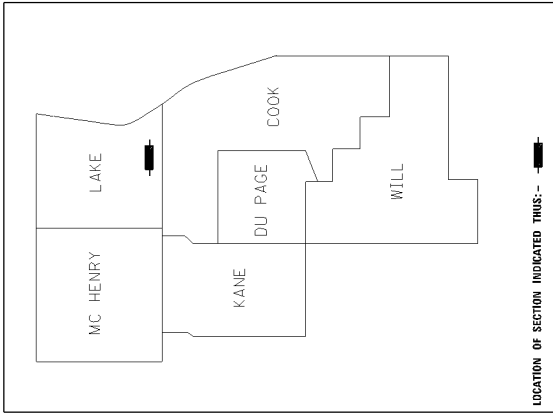
PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY
0001TE-A	BRADGREST ACQUISITIONS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	3	
0002TE-B	AUDREY POST AND ROBERT D. POST, AS TENANTS BY THE ENTIRETY	3	
0003TE	MILLAGE OF LONG GROVE, AN ILLINOIS LIMITED LIABILITY COMPANY	3	
0004TE	BRADGREST ACQUISITIONS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	4	
0005TE	JAMES M. RAFFERTY AND CHERYL RAFFERTY, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
0006TE	CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS TRUST NO. 8002376235, TRUSTEES JAMES M. RAFFERTY AND CHERYL RAFFERTY, HUSBAND AND WIFE, AS JOINT TENANTS	4	
0007TE	JACOB EKANOW AND MARCEL EKANOW, HIS WIFE, AND BERNARD EKANOW, AS JOINT TENANTS	4	
0008TE	SCOTT C. MILLER AND LYNDIA B. MILLER, HUSBAND AND WIFE, AS JOINT TENANTS	4	
0009TE	PRINCE OF PEACE AND JOSEPH GRUNFELD, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	4	
0010TE	VILLAGE OF LONG GROVE, AN ILLINOIS MUNICIPAL CORPORATION	5	
0011TE	ROBERT ALLEN AND ALAN ALLEN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	5	
0012TE	EASTGATE ESTATES OF LONG GROVE, ILLINOIS NOT-FOR-PROFIT CORPORATION	5	
0013TE	RUDOLPH V. DITOMASO AND VIVIAN DITOMASO, HUSBAND AND WIFE	5	
0014TE	ANTHONY J. CHUNG AND JAVIA CHRISTINA B. CHUNG, HIS WIFE, IN JOINT TENANCY	5	
0015TE	CONFESSION BAKERY, INC.	5	
0016TE	VILLAGE OF BUFFALO GROVE, AN ILLINOIS MUNICIPAL CORPORATION	6	
0017TE-A	THE VILLAGE OF BUFFALO GROVE, A MUNICIPAL CORPORATION	6	
0017TE-B	THE VILLAGE OF BUFFALO GROVE, A MUNICIPAL CORPORATION	6	
0018TE	WILLIAM KUO AND WEI JUNG WANG, HUSBAND AND WIFE	6	
0019TE	WILLIAM KUO AND WEI JUNG WANG, HUSBAND AND WIFE	6	
0020TE	WILLIAM KUO AND WEI JUNG WANG, HUSBAND AND WIFE	6	
0021TE-A	VILLAGE OF BUFFALO GROVE	7	
0021TE-B	VILLAGE OF BUFFALO GROVE	7	
0022TE	VILLAGE OF BUFFALO GROVE, A MUNICIPAL CORPORATION	7	
0023TE	VILLAGE OF BUFFALO GROVE, A MUNICIPAL CORPORATION	7	



BB
CHRISTOPHER B. BURKE ENGINEERING LTD.
10725 Oakdale Road
Rosemont, Illinois 60018
(847) 825-6000

LOCATION MAP
SCALE = N.T.S.

ATTACHMENT: Buffalo Grove IGA Draft 8.30.22(ToVillage) (O-2022-103 : Aptakisic Road Project Specific Agreement)



CERTIFICATE OF COUNTY ENGINEER

STATE OF ILLINOIS } 55
COUNTY OF LAKE }

I, SHANE E. SCHNEIDER, COUNTY ENGINEER OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN THEREON UNDER MY DIRECTION OF PART OF COUNTY HIGHWAY 33 IN SAID COUNTY.

DATED THIS _____ DAY OF _____, 20____.

BY: _____ COUNTY ENGINEER

LAKE COUNTY
DIVISION OF TRANSPORTATION
PTAKISIC ROAD (COUNTY HIGHWAY 33)

MITS: 0:00 TO 77:98.70
 ACTION: 09-00088-18-WR
 A. 50:00.00 TO STA.
 SCALE: 3" = 60'

CB **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
9375 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(547) 823-4500

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3240
LICENSE EXPIRATION DATE: 11-30-2020
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

[illegible]

NOTE:
ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED
BEARINGS AND DISTANCES SHOWN HEREIN ARE ON THE ILLINOIS
STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH
AMERICAN DATUM OF 1983 (2001 ADJUSTMENT) "GRID".
ALL MEASURED AND CALCULATED DISTANCES ARE "GRID", NOT
"GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID
DISTANCES BY THE COMBINATION FACTOR OF 0.99995160875.
AREAS SHOWN ON THIS PLAT ARE "GROUND"

THE POSITION SHOWN.

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.

STAKE 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER TO BE SET BY OTHERS

RIGHT OF WAY STAKING PROPOSED TO BE SET

SEE SHEET 7 FOR CORRESPONDING STATIONS, OFFSETS AND COORDINATES

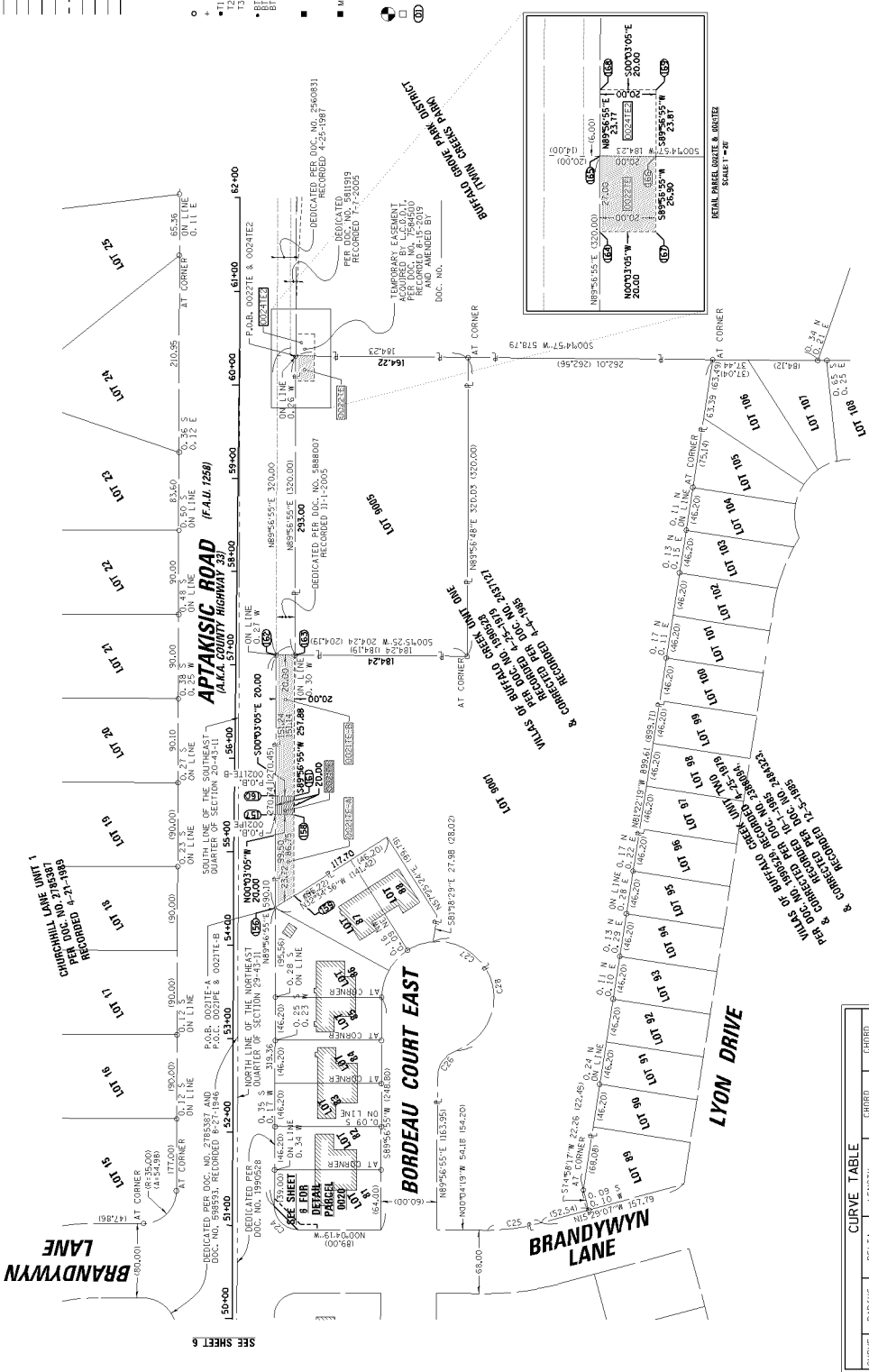
TUN PIPE OR ROD FOUND
 SET CROSS POINT OR SET
 THESE STAKES REFERRED TO SET MONUMENTATION. SET 5/8 INCH
 ROD FLUSH WITH GROUND TO THE FOUND IRON STAKE IDENTIFIED BY
 COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 THESE STAKES IN CULTIVATED AREAS, REFERRED TO SET MONUMENTATION
 THESE 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO THE FOUND
 IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING
 SURVEYORS REGISTRATION NUMBER.

Figure 1 is a detailed technical drawing of a surveying level. The instrument consists of a main body with a telescope mounted on top. The telescope has a lens at the front and an eyepiece at the back. A bubble level is integrated into the top of the telescope housing. The main body has a base with leveling screws. Various parts are labeled with letters: A points to the telescope, B to the eyepiece, C to the bubble level, D to the leveling screws, E to the main body, F to the base, G to the leveling screws, H to the base, I to the leveling screws, J to the base, K to the leveling screws, L to the base, M to the leveling screws, N to the base, O to the leveling screws, P to the base, Q to the leveling screws, R to the base, S to the leveling screws, T to the base, U to the leveling screws, and V to the base. The instrument is shown from a side-on perspective, highlighting its main components like the telescope, bubble level, and base.

LEGEND

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
PART OF THE SOUTHWEST QUARTER OF SECTION 20, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
PART OF THE NORTHEAST QUARTER OF SECTION 29, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
PART OF THE NORTHWEST QUARTER OF SECTION 27, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
PART OF THE NORTHEAST QUARTER OF SECTION 30, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

Exhibit C



PANEL	COORD.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C25	216.00	344.35	12°	58.11	N 07° 46' 53" W	57.93
C26	50.00	407.28	57°	56.90	S 54° 24' 45" E	54.42
C27	60.00	210.31	44°	17.54	N 43° 55' 13" E	17.38
C28	60.00	165.15	117°	17.55	S 19° 17' 39" 00" E	17.35

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING P.D.W. ACRES	REMAINDER ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER
00211E	5.306	N/A	N/A	5.306	TE = 0.043	15-25-215-009
00211E-B					TE-B = 0.069	
00212E					TE = 0.069	400
00221E	1.353	N/A	N/A	1.353	TE = 0.012	15-25-215-042

Attachment: Buffalo Grove IGA Draft 8.30.22(ToVillage) (O-2022-103 : Aptakisic Road Project Specific Agreement)

EXHIBIT D
LEGAL DESCRIPTIONS

Attachment: Buffalo Grove IGA Draft 8.30.22(To Village) (O-2022-103 : Aptakisic Road Project Specific Agreement)

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0016PE
STATION: 39+73.69 to 41+40.19
INDEX NO.: 15-20-301-053

That part of Lot A in Rolling Hills Subdivision, being a subdivision in the Southwest and Southeast Quarter of Section 20, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded May 10, 1994 as document no. 3539042 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the southwest corner of said Lot A; thence North 00 degrees 12 minutes 52 seconds East, a distance of 115.00 feet along the east line of said Lot A; thence North 89 degrees 56 minutes 55 seconds East, 46.00 feet; thence South 55 degrees 03 minutes 35 seconds East, 146.17 feet; thence South 00 degrees 27 minutes 22 seconds East, 30.00 feet to a point on the south line of said Lot A (said south line also being the north right-of-way line of Aptakisic Road, A.K.A. County Highway 33); thence South 89 degrees 32 minutes 38 seconds West, 166.50 feet along said south line to the point of beginning.

Said permanent easement containing 0.321 acres, more or less.

ROUTE: Aptakisic Road (County Highway 33)
 SECTION: 09-00088-18-WR
 COUNTY: Lake
 JOB NO.: P-91-142-13
 PARCEL NO.: 0017
 STATION: 42+33.42 to 46+12.16
 INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the northwest corner of said Lot 9000; thence North 89 degrees 56 minutes 55 seconds East, a distance of 377.13 feet (377.44 feet record) along the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33) to the northwesterly corner of Lot 73 in said Villas of Buffalo Creek Unit 1; thence South 24 degrees 08 minutes 26 seconds East, 3.76 feet along the westerly line of said Lot 73 to the northeasterly corner of Lot 72 in said Villas of Buffalo Creek Unit 1; thence South 36 degrees 03 minutes 23 seconds West, 8.13 feet along the northwesterly line of said Lot 72 to a point on a line 10.00 feet south of and parallel with said north line of Lot 9000; thence South 89 degrees 56 minutes 55 seconds West, 373.89 feet along said parallel line to a point on a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221); thence North 00 degrees 03 minutes 22 seconds East, 10.00 feet along said west line to the point of beginning.

Said parcel containing 0.087 acres, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0017PE
STATION: 43+79.95 to 44+00.28
INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northwest corner of said Lot 9000; thence South 00 degrees 03 minutes 22 seconds West a distance of 10.00 feet along a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221); thence North 89 degrees 56 minutes 55 seconds East, 148.00 feet along a line 10.00 feet south of and parallel with the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 20.00 feet along said parallel line; thence South 00 degrees 03 minutes 05 seconds East, 15.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 20.00 feet; thence North 00 degrees 03 minutes 05 seconds West, 15.00 feet to the point of beginning.

Said permanent easement containing 0.007 acres or 300 square feet, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0017TE-A
STATION: 42+33.37 to 43+80.28
INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northwest corner of said Lot 9000; thence South 00 degrees 03 minutes 22 seconds West a distance of 10.00 feet along a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221) to the point of beginning; thence North 89 degrees 56 minutes 55 seconds East, 148.00 feet along a line 10.00 feet south of and parallel with the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33); thence South 00 degrees 03 minutes 05 seconds East, 15.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 30.00 feet; thence North 00 degrees 03 minutes 05 seconds West, 10.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 91.05 feet; thence South 00 degrees 03 minutes 05 seconds East, 20.00 feet; thence South 89 degrees 56 minutes 55 seconds West, 27.00 feet to a point on a west line of said Lot 9000; thence North 00 degrees 03 minutes 22 seconds East, 25.00 feet along said west line to the point of beginning.

Said temporary easement containing 0.036 acres, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0017TE-B
STATION: 44+00.05 to 46+07.37
INDEX NO.: 15-29-214-002

That part of Lot 9000 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the northwest corner of said Lot 9000; thence South 00 degrees 03 minutes 22 seconds West a distance of 10.00 feet along a west line of said Lot 9000 (said west line also being the east line of Lot 1 in B'Nai Subdivision, being a subdivision in the Northeast Quarter of Section 29, according to the plat thereof recorded March 4, 1988 as document no. 2662221); thence North 89 degrees 56 minutes 55 seconds East, 168.00 feet along a line 10.00 feet south of and parallel with the north line of said Lot 9000 (said north line also being the south right-of-way line of Aptakisic Road, A.K.A. County Highway 33) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 205.89 feet to a point on the northwesterly line of Lot 72 in said Villas of Buffalo Creek Unit 1; thence South 36 degrees 03 minutes 23 seconds West, 12.38 feet along said northwesterly line to a point on a line 20.00 feet south of and parallel with said north line of Lot 9000; thence South 89 degrees 56 minutes 55 seconds West, 198.60 feet; thence North 00 degrees 03 minutes 05 seconds West, 10.00 feet to the point of beginning.

Said temporary easement containing 0.046 acres, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0021PE
STATION: 55+40.07 to 55+60.24
INDEX NO.: 15-29-215-009

That part of Lot 9001 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the most northerly northwest corner of said Lot 9001, also being the northeast corner of Lot 86 in said Villas of Buffalo Creek Unit 1; thence North 89 degrees 56 minutes 55 seconds East, 99.50 feet along the north line of said Lot 9001 (said north line also being the south right-of-way line of Aptakisic Road) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 20.00 feet along said north line; thence South 00 degrees 03 minutes 05 seconds East, 20.00 feet to a point on a line 20.00 feet south of and parallel with said north line; thence South 89 degrees 56 minutes 55 seconds West, 20.00 feet along said parallel line; thence North 00 degrees 03 minutes 05 seconds West, 20.00 feet to the point of beginning.

Said permanent easement containing 0.009 acres or 400 square feet, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0021TE-A
STATION: 54+40.18 to 55+40.24
INDEX NO.: 15-29-215-009

That part of Lot 9001 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at the most northerly northwest corner of said Lot 9001, also being the northeast corner of Lot 86 in said Villas of Buffalo Creek Unit 1; thence North 89 degrees 56 minutes 55 seconds East, 99.50 feet along the north line of said Lot 9001 (said north line also being the south right-of-way line of Aptakisic Road); thence South 00 degrees 03 minutes 05 seconds East, 20.00 feet to a point on a line 20.00 feet south of and parallel with said north line; thence South 89 degrees 56 minutes 55 seconds West, 86.75 feet along said parallel line to a point on the easterly line of Lot 87 in said Villas of Buffalo Creek Unit 1; thence North 32 degrees 34 minutes 36 seconds West, 23.72 feet along said easterly line to the point of beginning.

Said temporary easement containing 0.043 acres, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0021TE-B
STATION: 55+60.07 to 57+11.37
INDEX NO.: 15-29-215-009

That part of Lot 9001 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Commencing at the most northerly northwest corner of said Lot 9001, also being the northeast corner of Lot 86 in said Villas of Buffalo Creek Unit 1; thence North 89 degrees 56 minutes 55 seconds East, 119.50 feet along the north line of said Lot 9001 (said north line also being the south right-of-way line of Aptakisic Road) to the point of beginning; thence continuing North 89 degrees 56 minutes 55 seconds East, 151.24 feet along said north line to a point on the west line of Lot 9005 in said Villas of Buffalo Creek Unit 1; thence South 00 degrees 15 minutes 25 seconds West, 20.00 feet along said west line to a point on a line 20.00 feet south of and parallel with said north line of Lot 9001; thence South 89 degrees 56 minutes 55 seconds West, 151.14 feet along said parallel line; thence North 00 degrees 03 minutes 05 seconds West, 20.00 feet to the point of beginning.

Said temporary easement containing 0.069 acres, more or less.

ROUTE: Aptakisic Road (County Highway 33)
SECTION: 09-00088-18-WR
COUNTY: Lake
JOB NO.: P-91-142-13
PARCEL NO.: 0022TE
STATION: 60+04.36 to 60+31.43
INDEX NO.: 15-29-215-042

That part of Lot 9005 in the Villas of Buffalo Creek Unit 1, being a subdivision in the Northeast Quarter of Section 29, Township 43 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1979 as document no. 1990528 in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.99995760875, being described as follows:

Beginning at a point of intersection with the east line of said Lot 9005 and the south right-of-way line of Aptakisic Road as dedicated by document no. 5888007, recorded November 1, 2005; thence South 00 degrees 14 minutes 57 seconds West, 20.00 feet along said east line of said Lot 9005 to a point on a line 20.00 feet south of and parallel with said south right-of-way line; thence South 89 degrees 56 minutes 55 seconds West, 26.90 feet along said parallel line; thence North 00 degrees 03 minutes 05 seconds West, 20.00 feet to a point on said south right-of-way line; thence North 89 degrees 56 minutes 55 seconds East, 27.00 feet along said south right-of-way line to the point of beginning.

Said temporary easement containing 0.012 acres, more or less.

Permit Number



600 W. Winchester Road
Libertyville, IL 60048
Telephone: (847) 377-7400
hdpermits@lakecountyil.gov

MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

(Please print or type)

Municipality: Village of Buffalo Grove
Mailing Address: 50 Raupp Blvd, Buffalo Grove, IL 60089
Website: https://www.vbg.org/ Telephone: 847-459-2500

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

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

2. **Location of Facility:** From: Village limits ~39+60
(From street to street with offsets) To: Buffalo Grove Road

3. **Type of Municipal Facility** (check all that apply):

☒ Street lighting	☐ Sanitary sewer line	☐ Water main/Water line
☒ Sidewalk	☒ Bike path	☐ Other <u>Enter text.</u>

4. **Facility to be constructed by** (check all that apply):

☐ Municipal Crew	☐ Contractor	☐ Developer
☒ Other <u>LCDOT Project</u>		

 Name & Company: Enter text.
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

 Additional contact (if needed):
 Name & Company: Enter text.
 Mailing Address: Enter text.
 Telephone Number: Enter text. Mobile Number: Enter text.
 E-mail Address: Enter text.

5. **Comments** (if needed): Form encompasses a bike path on the north side of Aptakisic Road, a sidewalk on the south side of the road and one street light at Twin Oaks Blvd. See attached exhibit A for more detail. Constructed as a part of #09-00088-18-WR

NOTES: This Acceptance is subject to the General Conditions as printed on the reverse side of the form.
THIS APPLICATION IS ONLY VALID WHEN AN ORIGINAL SIGNATURE IS PROVIDED ON PAGE 2.

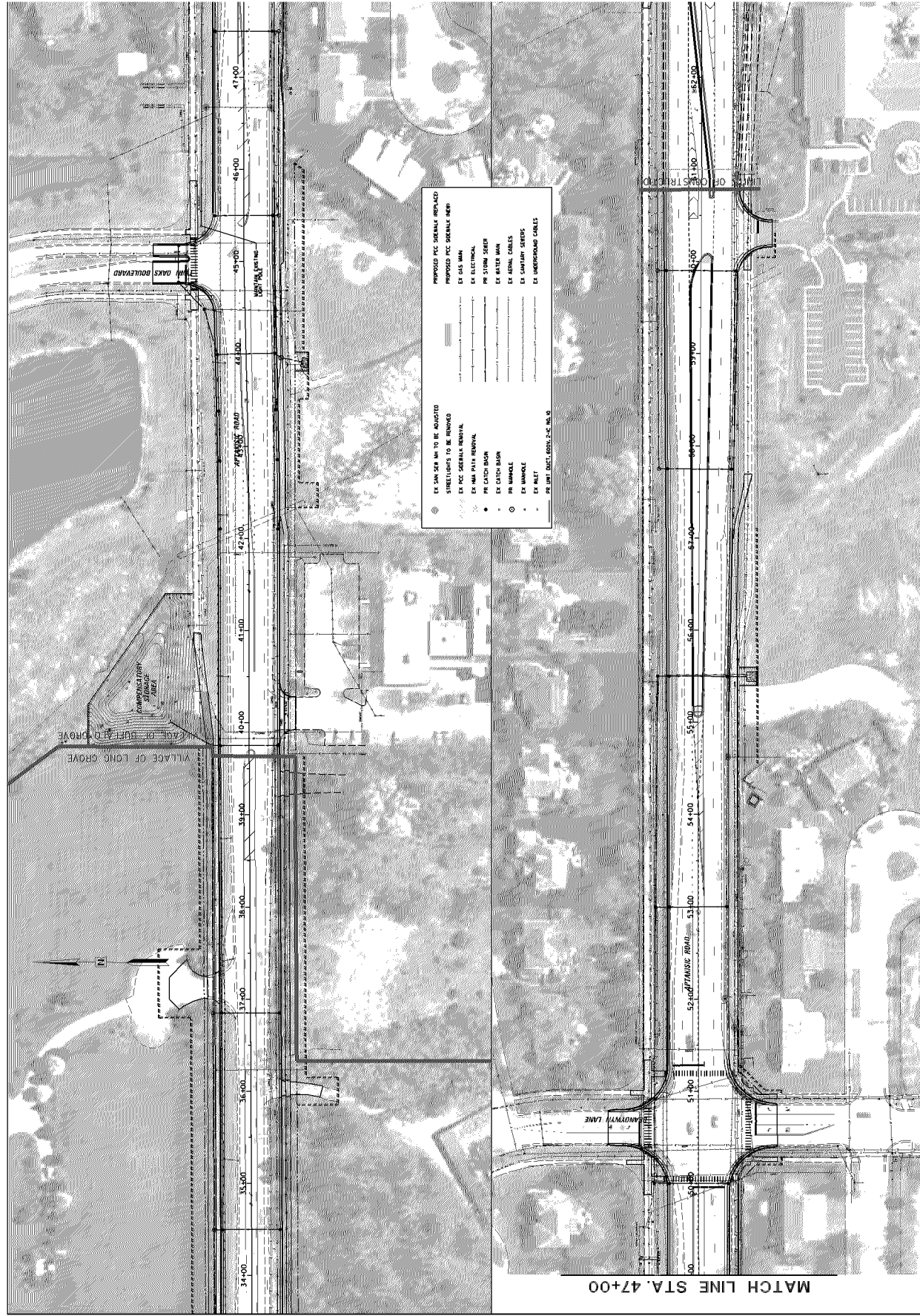
Attachment: Municipal Acceptance BuffaloGrove (O-2022-103 : Aptakisic Road Project Specific Agreement)

GENERAL CONDITIONS FOR MUNICIPAL FACILITY ACCEPTANCE ON A COUNTY HIGHWAY

1. In submitting this Acceptance, the Municipality agrees to comply with the various policies, conditions and requirements of the Lake County Division of Transportation, whether written or verbal and the Lake County, IL Code of Ordinances, as amended.
2. The Municipality shall supply, at its expense, such information or submittals as may be required for review and to make such changes or revisions as required by the Lake County Division of Transportation.
3. Lack of an immediate response to this form or any information or submittals supplied for review and/or comment shall not be construed as approval or acceptance by the County Engineer or the Lake County Division of Transportation, nor shall they be held responsible for any costs or delays due to the processing time required.
4. The review of the Municipal Facility shall be based on the primary use of the County Highway right-of-way for the safe and efficient movement of vehicular traffic and the maintenance and improvements needed to support such primary use.
5. The Lake County Division of Transportation shall not be responsible for providing room within the County Highway right-of-way for the Municipal Facility.
6. This Acceptance does not relieve the Municipality from complying with any statutes, regulations, ordinances or administrative orders of the Federal, State or County Governments or any political subdivision or administrative agencies that may apply to the Municipal Facility.
7. The Municipality shall obtain permission from the legal property owner of the County Highway right-of-way where the Municipal Facility will be located.
8. Unless otherwise stated in the issued Facility Permit, the Municipality and its successors and assigns shall be responsible for the following:
 - a. The operation and maintenance of the Municipal Facility within the County Highway right-of-way. Such operation and maintenance shall include keeping the Municipal Facility in a safe condition for use by the Public, not creating any hazardous conditions, providing any special maintenance which may include cleaning ice and snow from sidewalks or bike paths or additional mowing of adjacent turf areas, making changes or revisions to the Municipal Facility needed because of the maintenance operations of the Lake County Division of Transportation or use of the County Highway right-of-way by the General Public and restoring portions of the County Highway right-of-way disturbed by repairs, maintenance, extensions, service connections, and/or other work done to the Municipal Facility without a Facility Permit being issued.
 - b. Any additional costs to the County of Lake and/or its Division of Transportation for road improvements and/or maintenance work due to the location and/or use of the Municipal Facility within the County Highway right-of-way. Such costs can include adjustments needed to the Municipal Facility to accommodate said road improvements and/or maintenance work and/or damage to County Property and/or equipment.
 - c. For indemnifying, defending and holding harmless the County of Lake and the Lake County Division of Transportation including their elected and duly appointed officials, agents, employees and representatives from and against any and all claims, suits, actions, losses, expenses, damages, injuries, deaths, judgments and demands arising from and relating to the location and/or use of the Municipal Facility within the County Highway right-of-way regardless of any limitations of insurance coverage.
 - d. Other items as specified in the Lake County, IL Code of Ordinances, as amended.
9. If a separate application is made by an Applicant other than the Municipality to construct the Facility, then the Municipality, by submitting this Acceptance, hereby acknowledges that it will become the successor or assign of this Applicant for the said Facility.

SIGNATURE BLOCK**ATTEST:****FOR THE MUNICIPALITY:**_____
Municipal ClerkBy: _____
Municipal Mayor/President_____
(Printed name of above signature)_____
(Printed name of above signature)

Date: _____

[illegible]



**Ordinance No. O-2022-104 : Ordinance Amending Chapter BG-11,
Rules of the Road, Title 10 of the Village of Buffalo Grove Municipal
Code: Bernard Drive and Indian Hill No Parking Zone**

Recommendation of Action

Staff recommends approval.

SUMMARY: A 50' No Parking zone on the north side of Bernard Drive east of Indian Hill Drive is proposed during school pick up hours.

ATTACHMENTS:

- No parking Bernard Drive memo (DOCX)
- Ordinance no parking Bernard Drive and Indian Hill (DOCX)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

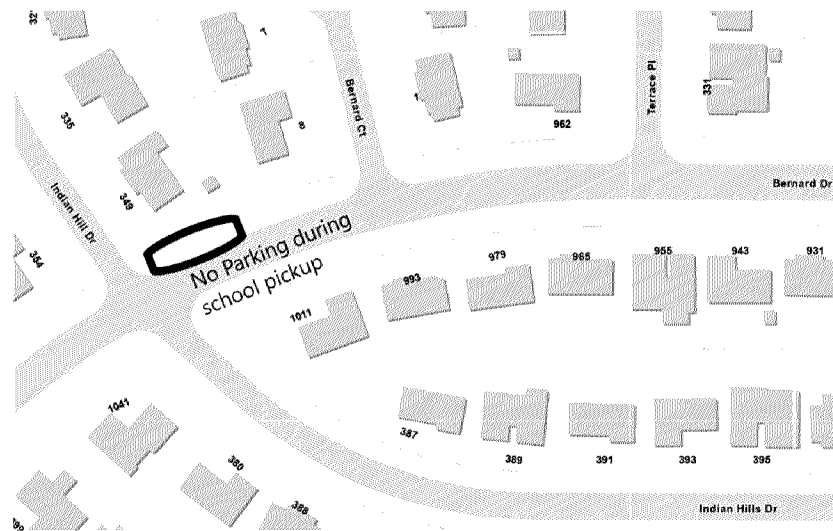
DATE: September 6, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: No Parking signs on Bernard Drive and Indian Hill Drive

Recommendation

Staff recommends a 50' no parking zone along Bernard Drive, from the east Right-of-Way line of Indian Hill Drive, from 2:45 pm to 3:30 pm.

Project Overview

In a recent safety presentation from a local resident and Girl Scout, it was recommended that a short, no parking zone be created along Bernard Drive east of Indian Hill Drive. This will increase safety during school pickup time for the children walking south from Cooper Middle School located to the north. In the current situation, vehicles that park too close to the crosswalk on the north side of the street reduce the line of sight for the school students that cross on the east side of the street. The Village's Traffic Committee reviewed the issue and discussed it with the Board at the safety presentation at the August 15th Board of Trustee meeting



ORDINANCE NO. 2022 - _____

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

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

WHEREAS, in order to provide safe and efficient traffic flow along Bernard Drive for pedestrians and school children, a no parking regulation is recommended; and,

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

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

Section 1: Section BG-11-1308 of the Village of Buffalo Grove Municipal Code is hereby amended by amending Subsection 111 to read as follows:

BG-11-1308 No Parking Streets and Areas.

111. On the north curb line of Bernard Drive from Indian Hill Drive to a point 50 feet to the east along Bernard Drive, from 2:45 pm to 3:30 pm on school days.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

PUBLISHED: _____, 2022

APPROVED:

Village President

ATTEST:

Village Clerk



Ordinance No. O-2022-105 : 41 McHenry Road Development Improvement Agreement

Recommendation of Action

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

Staff recommends approval of the Development Improvement Agreement for a 10,000 square foot commercial building development at the southeast corner of Lake Cook Road and IL-83 (McHenry Rd), subject to the receipt of the required fees and Village Attorney review.

ATTACHMENTS:

- Memo T Bragg_41 McHenry Rd DIA_8-17-2022 (DOCX)
- DIA Ordinance_41 McHenry Rd_8-17-2022 (DOCX)
- Engineers Estimate_41 McHenry Rd (PDF)
- DIA_41 S McHenry_8-16-2022(DOCX)
- Civil w Cover_reduced(PDF)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, September 19, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 13, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: 41 McHenry Road Development Improvement Agreement

GW Properties, the developers of 41 McHenry Road, are proposing redeveloping the property at the southeast corner of Lake Cook and McHenry Roads to include a 10,000 square foot multi-tenant commercial building.

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

Much of this site was engineered and prepared as part of the NCH development. Engineering and legal staff at the Village are currently working with GW Properties to finalize all documentation necessary to approve the DIA. Staff recommends Village Board approval of the DIA subject to review and approval by the Village Attorney once all information has been received.

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING A
DEVELOPMENT IMPROVEMENT AGREEMENT WITH GW MCHENRY BG LLC**

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

WHEREAS, the Village seeks to enter into a Development Improvement Agreement (DIA) with GW McHenry BG LLC ("Developer") for site improvements associated with the commercial development at 41 McHenry Road,

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

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

SECTION 2. The Development Improvement Agreement is approved subject to review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Engineer's Opinion of Probable Costs

GW McHenry LLC

Buffalo Grove Multi-Tenant Building

Buffalo Grove

August 16, 2022



Division 31 10 00 - Site Clearing					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Remove Curb and Gutter	LF	95	\$6.00	\$570.00
Subtotal					\$570.00

Division 31 20 00 - Earth Moving					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Topsoil Striping	SY	4000	\$4.00	\$16,000.00
	Topsoil Re-Spread	SY	1250	\$4.50	\$5,625.00
	Earth Excavation - Cut/Fill On-Site	CY	1300	\$8.00	\$10,400.00
	Earth Excavation - Export	CY	800	\$35.00	\$28,000.00
	Temporary Construction Access	SY	125	\$75.00	\$9,375.00
	Silt Fence	LF	625	\$3.50	\$2,187.50
	Tree Protection Fence	LF	250	\$2.50	\$625.00
	Inlet Protection	Ea	15	\$250.00	\$3,750.00
	Erosion Blanket	SY	1250	\$3.50	\$4,375.00
Subtotal					\$80,337.50

Division 32 12 16 - Asphalt Paving					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Standard Pavement	SY	710	\$30.00	\$21,300.00
	Heavy Pavement	SY	910	\$40.00	\$36,400.00
	Pavement Striping	LS	1	\$6,000.00	\$6,000.00
Subtotal					\$63,700.00

Attachment: Engineers Estimate_41 McHenry Rd (O-2022-105 : 41 McHenry Road Development Improvement Agreement)

Division 32 13 13 - Concrete Paving

Item	Description	Unit	Quantity	Unit Price	Extended Price
	Concrete Sidewalk	SY	160	\$35.00	\$5,600.00
	Concrete Pavement	SY	50	\$70.00	\$3,500.00
	Curb and Gutter	LF	3600	\$17.00	\$61,200.00
	Subtotal				\$70,300.00

Division 33 11 00 - Water Distribution Piping

Item	Description	Unit	Quantity	Unit Price	Extended Price
	Fire Hydrant	Ea.	1	\$2,500.00	\$2,500.00
	Valve-In-Vault	Ea.	1	\$2,300.00	\$2,300.00
	DIP Pipe - 4"	LF	83	\$40.00	\$3,320.00
	Trench Backfill	CY	60	\$30.00	\$1,800.00
	Subtotal				\$9,920.00

Division 33 31 00 - Sanitary Utility Sewerage Piping

Item	Description	Unit	Quantity	Unit Price	Extended Price
	Manhole - 4' Dia	Ea.	1	\$1,500.00	\$1,500.00
	PVC Pipe - 6"	LF	60	\$23.00	\$1,380.00
	Subtotal				\$2,880.00

Division 33 41 00 - Storm Utility Drainage Piping

Item	Description	Unit	Quantity	Unit Price	Extended Price
	Catch Basin -2' Dia	Ea.	3	\$800.00	\$2,400.00
	Catch Basin -4' Dia	Ea.	5	\$1,400.00	\$7,000.00
	RCP Pipe - 12"	LF	36	\$40.00	\$1,440.00
	PVC Pipe - 10"	LF	190	\$32.00	\$6,080.00
	4" Perforated Pipe	LF	135	\$18.00	\$2,430.00
	Trench Backfill	CY	40	\$30.00	\$1,200.00
	Subtotal				\$20,550.00

Misc Improvements					
Item	Description	Unit	Quantity	Unit Price	Extended Price
	Bollard Pipes	Ea.	2	\$450.00	\$900.00
	Signage	Ea.	4	\$250.00	\$1,000.00
	Site Light Pole	Ea.	2	\$4,500.00	\$9,000.00
	Unit Block Retaining Wall	LF	140	\$120.00	\$16,800.00
	Site Fence	LF	140	\$80.00	\$11,200.00
	Subtotal				\$38,900.00

	Total Costs from Above	\$287,157.50
	10% Contingency	\$28,715.75
	<i>Opinion of Total Construction Costs</i>	\$315,873.25
	8% Increase	\$25,269.86
	<i>TOTAL ESTIMATED COSTS</i>	\$341,143.11

Note: This opinion of probable construction costs is based on quantities and unit prices assumed by the engineer based on data from previous construction projects, and will not necessarily reflect actual bid prices.

41 McHenry Road
Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 19th day of September, 2022 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and GW McHenry BG LLC, (hereinafter called "Developer").

WITNESSETH:

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

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

NOW, THEREFORE, it is mutually agreed as follows:

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

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the improvement described in Exhibit "B" hereto. No later than three (3) business days following the execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of Three Hundred Thirty-Three Thousand, Eight Hundred Forty-Six and 00/100 Dollars (\$333,846.00), as further described in Paragraph 9 herein (the "Letter of Credit").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. As a portion of the security amount specified in Paragraph 2, the Developer shall maintain a cash deposit with the Village Clerk in the amount of Five Thousand Dollars (\$5,000.00). If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is deemed a danger to public health or safety by the Village of Buffalo Grove due to the actions of the Developer or his failure to act; and after written notice of this condition, the Developer fails to immediately remedy the condition; then the Village may take action to remedy the situation and charge any expenses which results from the action to remedy the situation to the cash deposit. Upon notification that the cash deposit has been drawn upon, the Developer shall immediately deposit sufficient funds to maintain the deposit in the amount of Five Thousand Dollars (\$5,000.00). If the Developer has not made the additional deposit required to maintain the total cash deposit within three (3) days from the date he received notice that such additional deposit was required, it is agreed that the Village may issue a Stop Work Order or also may revoke all permits which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period has lapsed. The deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within five (5) days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the deposit may be drawn upon immediately following notice to the Developer and his failure to immediately remedy the situation. After termination of the one-year maintenance period and upon receipt by the Village Clerk of a written request for release of the deposit, the Village will either notify the Developer that the Improvements are not in a proper condition for final release of the deposit or shall release the deposit within fifteen (15) days.

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

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

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

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

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

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

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

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

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

15. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Preliminary Plan dated _____, and the obligations contained therein.

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

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

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

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

GW McHenry BG LLC
2211 N. Elston Ave., Suite 400
Chicago, IL 60614

By: _____
 Name: _____
 Title: _____

41 McHenry Rd
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN NCH BUFFALO GROVE OUTPATIENT CARE CENTER SUBDIVISION; BEING A RESUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE AND COOK COUNTIES, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 2021 AS DOCUMENT 7826815, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES).

KNOWN AS: **41 MCHENRY ROAD, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 15-33-309-008

AREA = 57,476 SQ. FT. OR 1.32 ACRES

41 McHenry Road
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

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

41 McHenry Road
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: Eriksson Engineering Associates, LTD.

Entitled: GW McHenry BG LLC – Buffalo Grove Multi-Tenant Building

Consisting of: 12 sheet(s), last revised 8/4/2022

(see following pages)

41 McHenry Road
(Development Name)

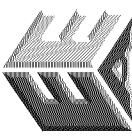
DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Attachment: DIA_41 S McHenry_8-16-2022 (O-2022-105 : 41 McHenry Road Development Improvement Agreement)



**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**
145 COMMERCE DRIVE, SUITE A
GLENVIEW, IL 60025
TEL: 847.422-0334
FAX: 847.422-0335
WWW.ERIKSSON-ENG.COM
LICENSE NO. 184-002320
EXPIRES: 04/30/2023

GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois



REGISTERED TO STATE

No.	Date	Description
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	
2022.03.01	Project Overview	

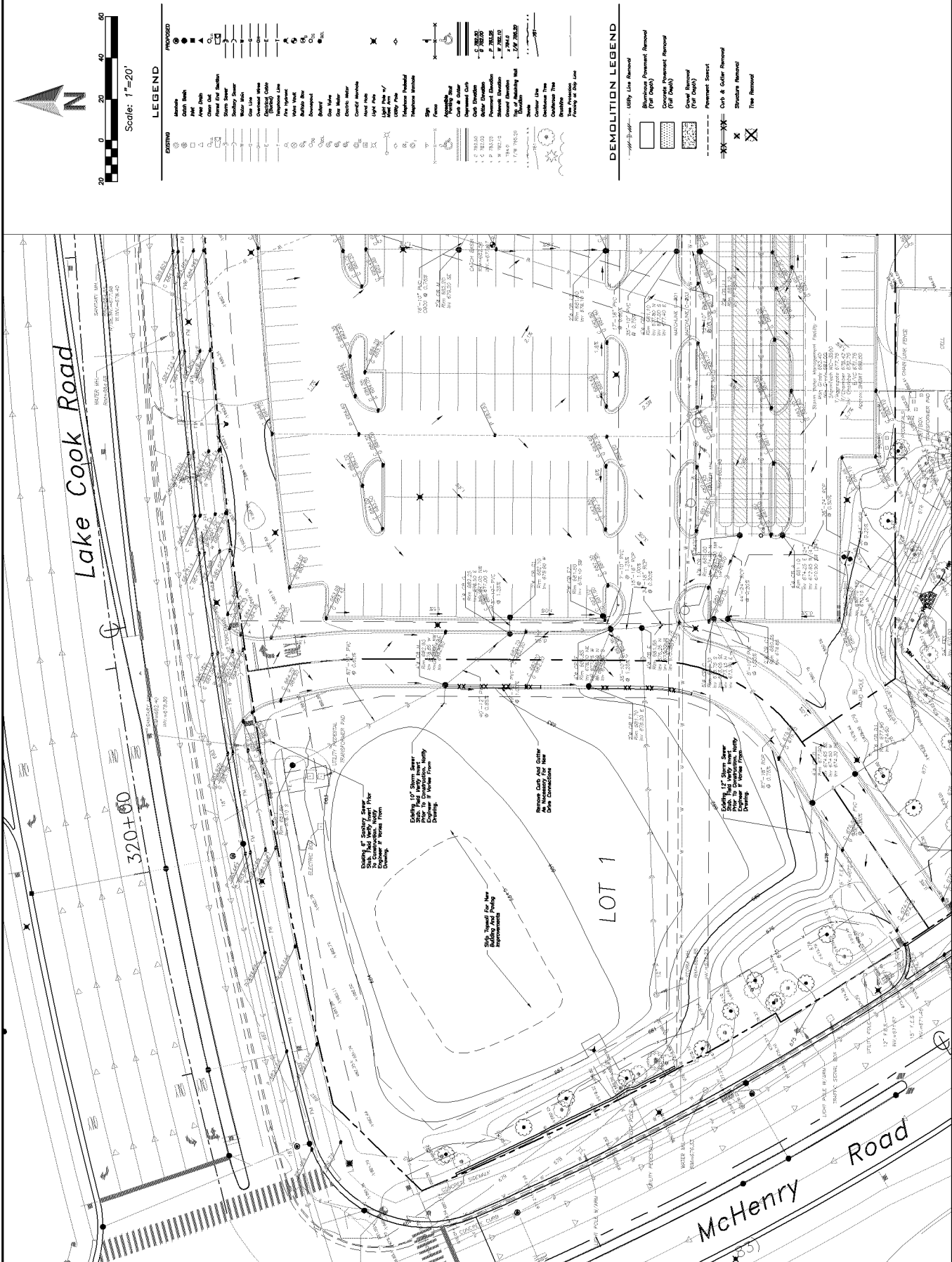
CONTRACT NO.	DATE	DESCRIPTION
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2022.03.01	2022.03.01	2022.03.01
2022.03.01	2022.03.01	2022.03.01
2022.03.01	2022.03.01	2022.03.01
2022.03.01	2022.03.01	2022.03.01
2022.03.01	2022.03.01	2022.03.01
2022.03.01	2022.03.01	2022.03.01
2022.03.01	2022.03.01	2022.03.01
2022.03.01	2022.03.01	2022.03.01

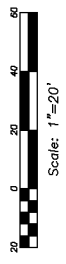
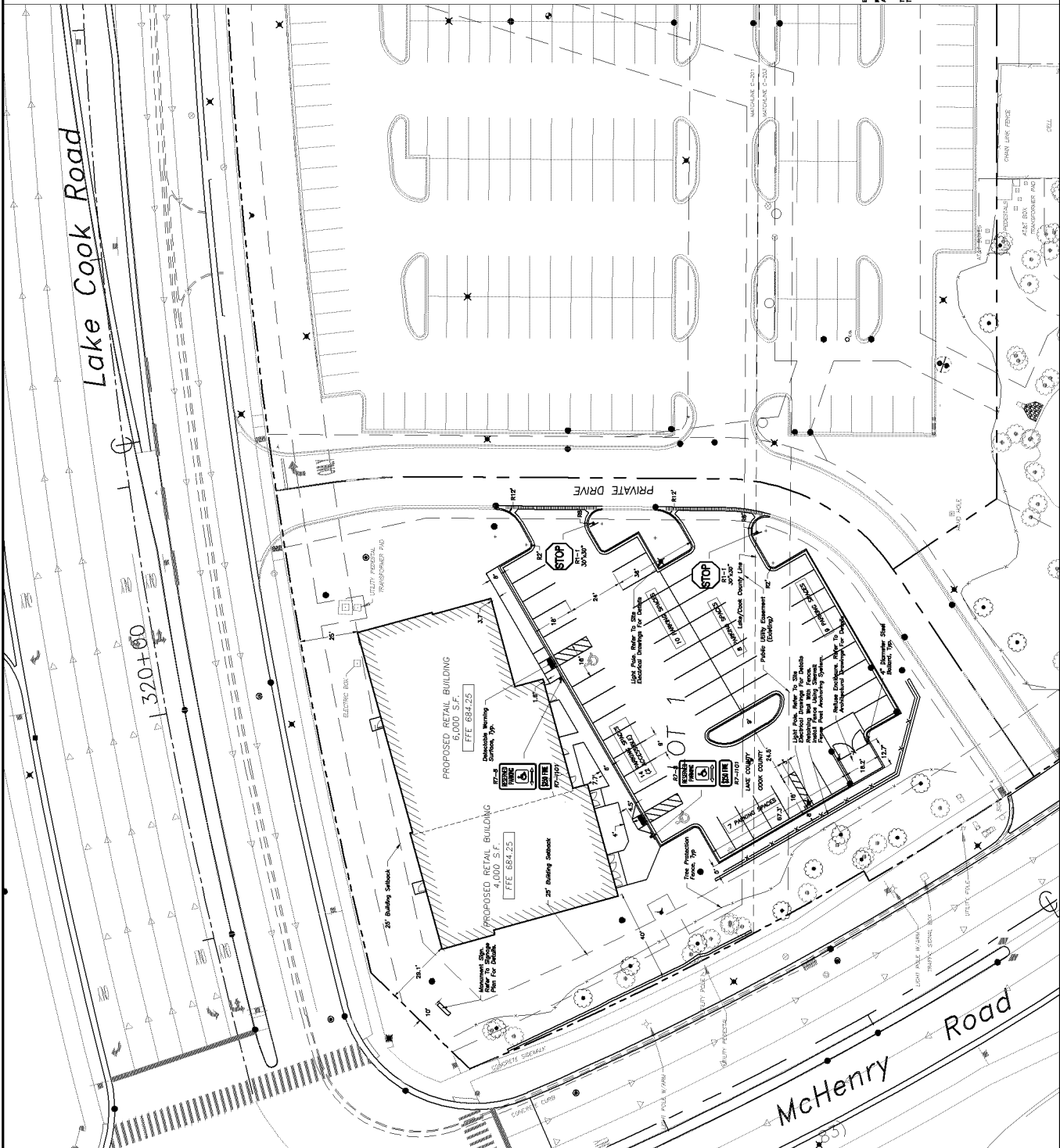
**SITE DEMOLITION
PLAN**

Sheet Title

Sheet No:

C-101





LEGEND

EXISTING

- 1' = 20'
- 2' = 40'
- 3' = 60'
- 4' = 80'
- 5' = 100'
- 6' = 120'
- 7' = 140'
- 8' = 160'
- 9' = 180'
- 10' = 200'
- 11' = 220'
- 12' = 240'
- 13' = 260'
- 14' = 280'
- 15' = 300'
- 16' = 320'
- 17' = 340'
- 18' = 360'
- 19' = 380'
- 20' = 400'
- 21' = 420'
- 22' = 440'
- 23' = 460'
- 24' = 480'
- 25' = 500'
- 26' = 520'
- 27' = 540'
- 28' = 560'
- 29' = 580'
- 30' = 600'
- 31' = 620'
- 32' = 640'
- 33' = 660'
- 34' = 680'
- 35' = 700'
- 36' = 720'
- 37' = 740'
- 38' = 760'
- 39' = 780'
- 40' = 800'
- 41' = 820'
- 42' = 840'
- 43' = 860'
- 44' = 880'
- 45' = 900'
- 46' = 920'
- 47' = 940'
- 48' = 960'
- 49' = 980'
- 50' = 1000'

PROPOSED

- 1' = 20'
- 2' = 40'
- 3' = 60'
- 4' = 80'
- 5' = 100'
- 6' = 120'
- 7' = 140'
- 8' = 160'
- 9' = 180'
- 10' = 200'
- 11' = 220'
- 12' = 240'
- 13' = 260'
- 14' = 280'
- 15' = 300'
- 16' = 320'
- 17' = 340'
- 18' = 360'
- 19' = 380'
- 20' = 400'
- 21' = 420'
- 22' = 440'
- 23' = 460'
- 24' = 480'
- 25' = 500'
- 26' = 520'
- 27' = 540'
- 28' = 560'
- 29' = 580'
- 30' = 600'
- 31' = 620'
- 32' = 640'
- 33' = 660'
- 34' = 680'
- 35' = 700'
- 36' = 720'
- 37' = 740'
- 38' = 760'
- 39' = 780'
- 40' = 800'
- 41' = 820'
- 42' = 840'
- 43' = 860'
- 44' = 880'
- 45' = 900'
- 46' = 920'
- 47' = 940'
- 48' = 960'
- 49' = 980'
- 50' = 1000'

NO.	DATE	DESCRIPTION
1	02/23/20	Project Overview
2	02/23/20	Project Overview
3	02/23/20	Project Overview
4	02/23/20	Project Overview
5	02/23/20	Project Overview
6	02/23/20	Project Overview
7	02/23/20	Project Overview
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47	02/23/20	Project Overview
48	02/23/20	Project Overview
49	02/23/20	Project Overview
50	02/23/20	Project Overview

FLOOR AREA RATIO

PROPERTY AREA: 1.32 Acres (57,475 SF)
PROPOSED FLOOR AREA: 10,000 SF
EXISTING FLOOR AREA: 5,000 SF
FLOOR AREA RATIO: 0.174

LOT COVERAGE

PROPERTY AREA: 1.32 Acres (57,475 SF)
PROPOSED LOT COVERAGE: 15,000 SF
EXISTING LOT COVERAGE: 10,000 SF
LOT COVERAGE: 0.261

REQUIRED PARKING

BUILDING USE: GENERAL COMMERCIAL - 15' PER 250 SF
TOTAL REQUIRED PARKING: 40 SPACES
TOTAL PROVIDED PARKING: 48 SPACES (4% STANDARD + 2 ACCESSIBLE)



**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A
GLENVIEW, IL 60025
TEL: 847.422.4034
FAX: 847.422.4034
WWW.ERIKSSON-ENG.COM
LICENSE NO. 184002320
EXPIRES: 04/30/2025

GW McHenry BG LLC

Buffalo Grove Multi-Tenant Building

Lake Cook Road and McHenry Road

Buffalo Grove, Illinois



Professional Engineer
Eriksson Engineering Associates, Ltd.
No. 184002320
Exp. 04/30/2025

No.	Date	Description
1	02/23/20	Project Overview
2	02/23/20	Project Overview
3	02/23/20	Project Overview
4	02/23/20	Project Overview
5	02/23/20	Project Overview
6	02/23/20	Project Overview
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48	02/23/20	Project Overview
49	02/23/20	Project Overview
50	02/23/20	Project Overview

NO.	DATE	DESCRIPTION
1	02/23/20	Project Overview
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48	02/23/20	Project Overview
49	02/23/20	Project Overview
50	02/23/20	Project Overview

**SITE GEOMETRY
PLAN
(SITE PLAN)**

C-201



COMMERCE DRIVE, SUITE A
MAYSLAKE, ILLINOIS 60090
PHONE (847) 223-4894
FAX (847) 223-4854
E-MAIL INFO@EEA-LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE No. 184-0003220
EXPIRES: 04/30/2023

GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois



Reservatrol for Squal

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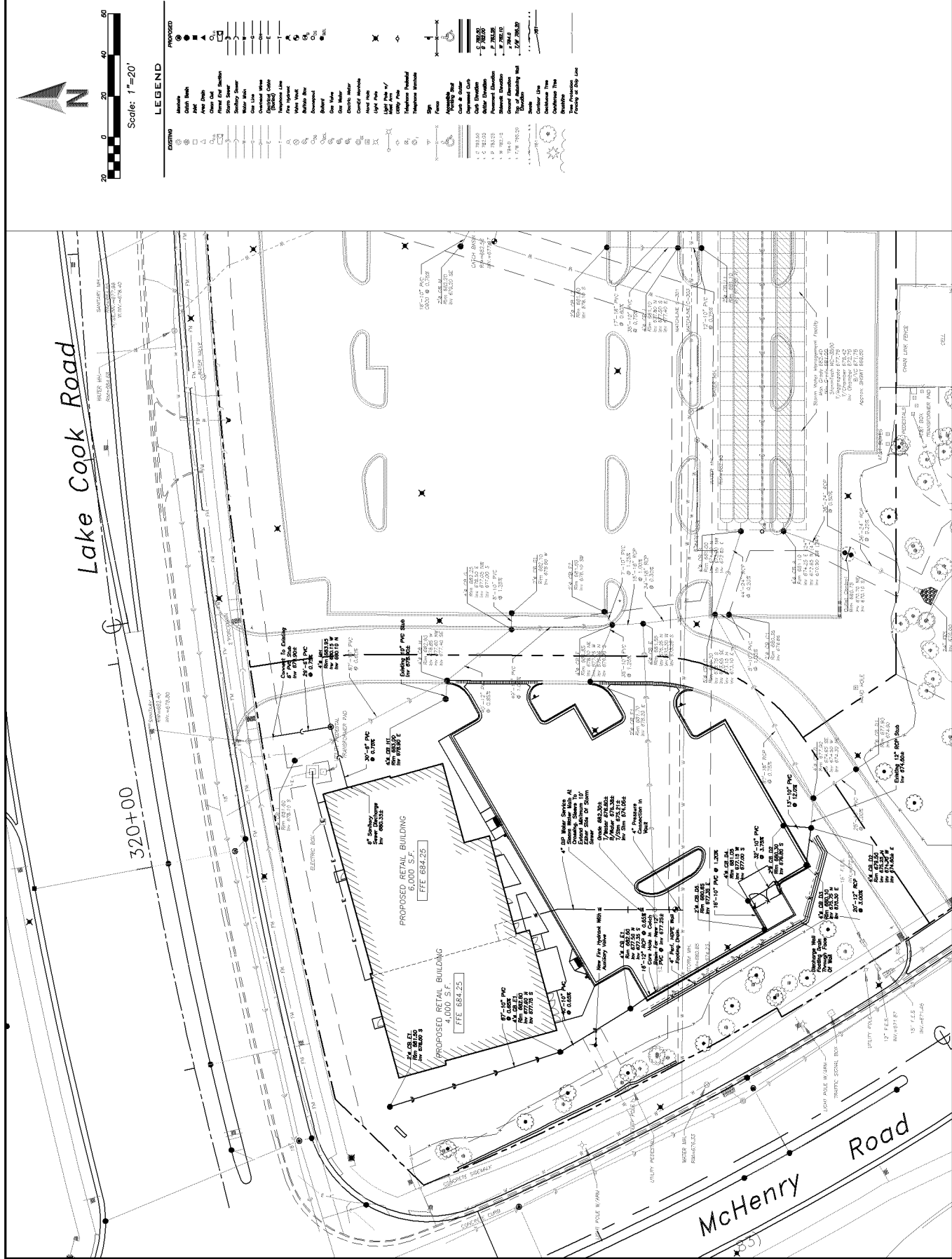
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	2022.06.21	Program Drawings
	2022.04.30	Village Submittal
	2022.07.26	Village Submittal
	2022.08.04	Zoning Submittal

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Quality: PD Approved by: PD	

Sheet Title:
**SITE UTILITY
PLAN**

Shag: Mr.

C-301





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ASSOCIATES, LTD.

455 COMMERCE DRIVE, SUITE A
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PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003210
EXPIRES: 04/30/2023

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Lake Cook Road and McHenry Road
Buffalo Grove, Illinois



Reservat for Seat

Eviction Date

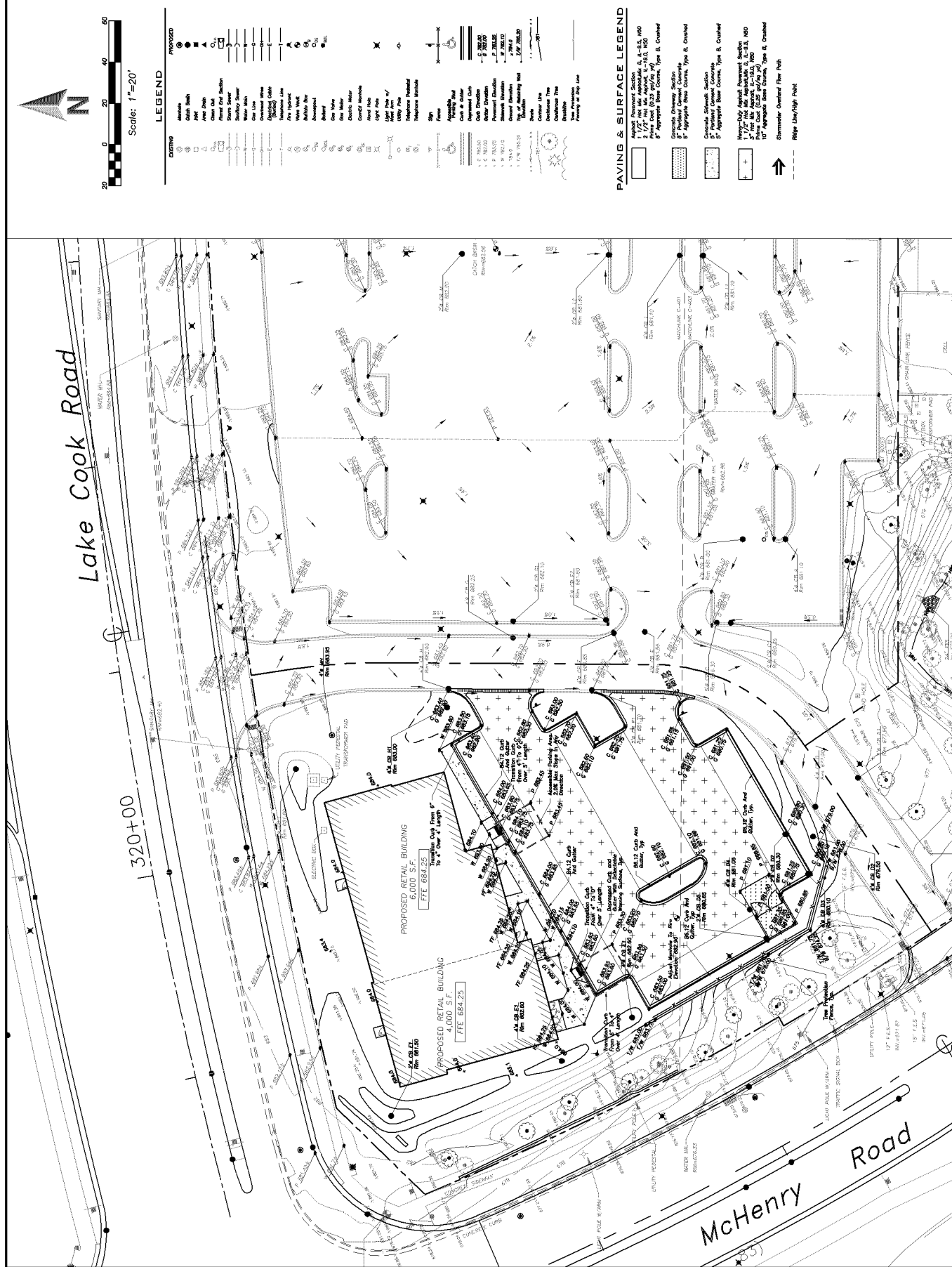
No.	Date	Description
	2022.03.05	Progress Drawings
	2022.06.21	Progress Drawings
	2022.04.30	Village Submitted
	2022.07.26	Village Submitted
	2022.08.04	Zoning Submitted

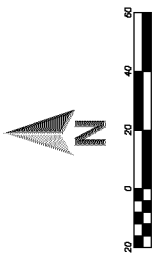
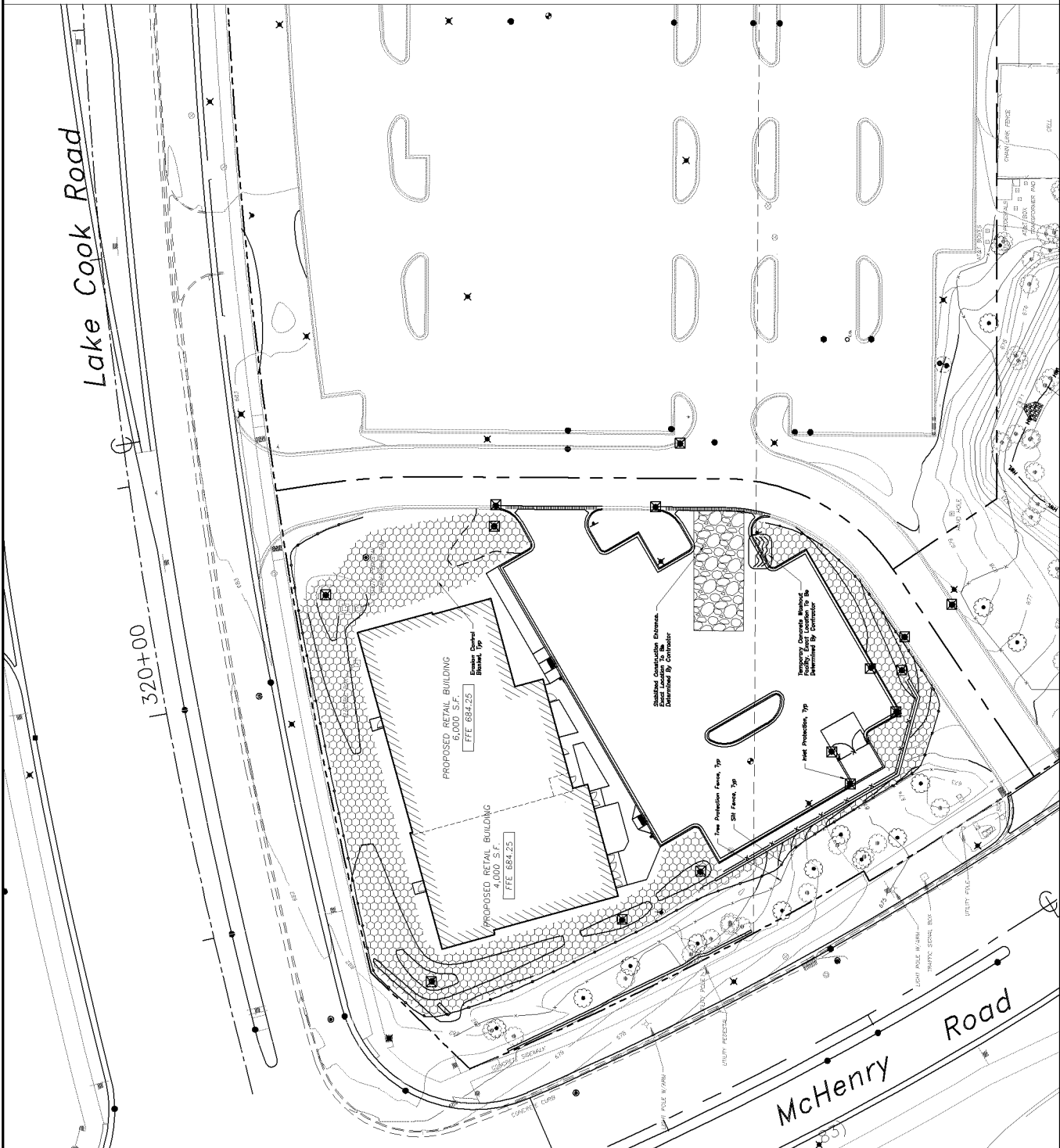
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SITE GRADING & PAVING PLAN

1100

C-401





LEGEND

EXISTING	PROPOSED
1. 1" = 12'00"	1. 1" = 12'00"
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SOIL EROSION & SEDIMENTATION CONTROL LEGEND

Symbol	Description
[Symbol]	Soil Erosion Control Measure
[Symbol]	Sedimentation Control Measure
[Symbol]	Other Control Measure



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GW McHenry BG LLC

Buffalo Grove Multi-Tenant Building

Lake Cook Road and McHenry Road

Buffalo Grove, Illinois



Professional Engineer
Eriksson Engineering Associates, Ltd.
No. 184002320
Exp. 04/30/2025

No.	Date	Description
1	2022.03.08	Project Overview
2	2022.03.17	Project Overview
3	2022.03.30	Project Overview
4	2022.04.10	Project Overview
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Project	Client	Project No.
GW McHenry BG LLC	GW McHenry BG LLC	2022.03.05

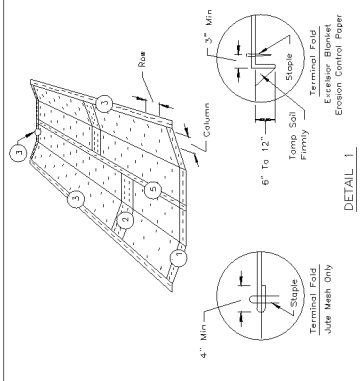
SITE ESC PLAN

Sheet Title

Sheet No:

C-501

EROSION BLANKET PLAN



NOTES:

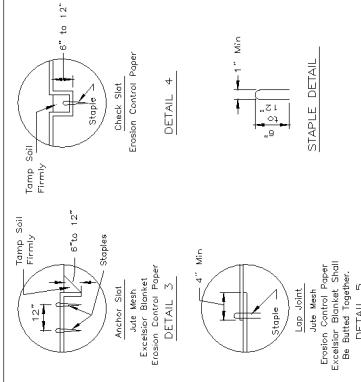
1. On erosion control paper, check slots, in ditch channel shall be 6" to 12" wide and less than 6". On slopes of 6% or more, they shall be spaced so that one occurs within each 25' of horizontal distance.
2. Slopes shall be approximately 175' slopes are required per 4 1/2" roll of material and 125' slopes are required per 4 1/2" roll of material.
3. Erosion control material shall be placed loosely over ground surface. Do not stretch, pull, and transverse tape shall be stapled at approximately 12" intervals.

REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

EROSION BLANKET PLAN



NOTES:

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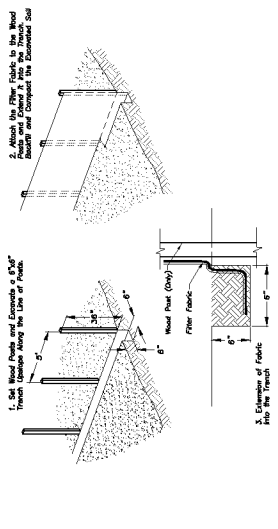
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Approved	2	2 of 3

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Approved	2	2 of 3

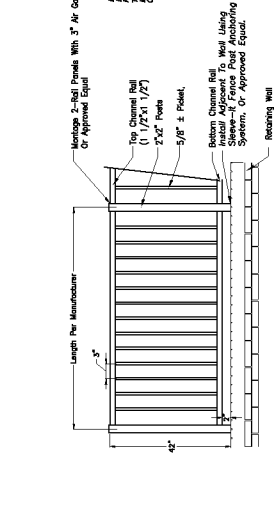
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REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

STEEL PICKET FENCE AT WALL



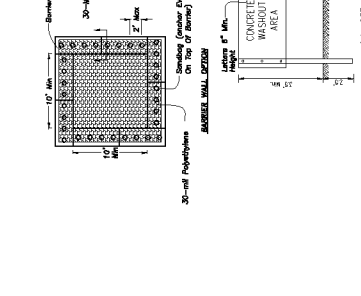
SILT FENCE CONSTRUCTION (AASHTO 288-00)



Block Retaining Wall



CONCRETE WASHOUT FACILITY



NOTES:

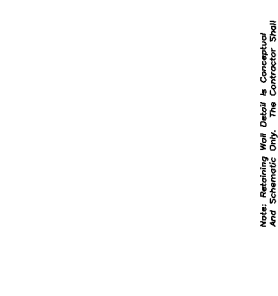
1. Maintaining temporary concrete washout facilities shall be the responsibility of the contractor. The contractor shall be responsible for the design and construction of the facility.
2. Facility shall be designed to handle the maximum amount of concrete washout material.
3. Each structure shall be designed to handle the maximum amount of concrete washout material.

REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

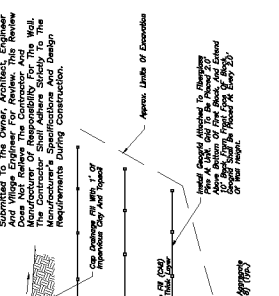
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Approved	2	2 of 3

REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

CONCRETE WASHOUT FACILITY



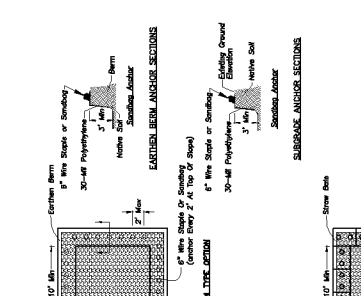
INLET PROTECTORS - SEDIMENT BAG



STABILIZED CONSTRUCTION ENTRANCE



EROSION BLANKET PLAN



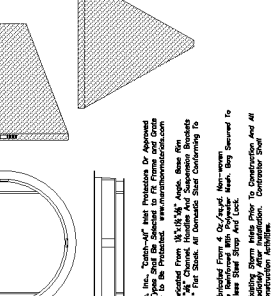
NOTES:

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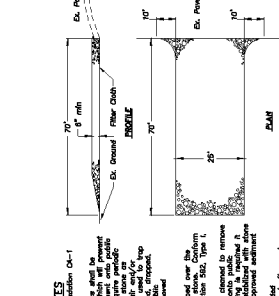
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Design	1	1 of 3
Approved	2	2 of 3

REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

CONCRETE WASHOUT FACILITY



INLET PROTECTORS - SEDIMENT BAG



STABILIZED CONSTRUCTION ENTRANCE

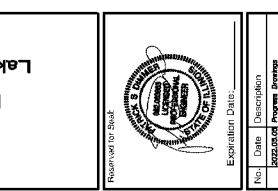


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TEL: 516.466.1000
FAX: 516.466.1001
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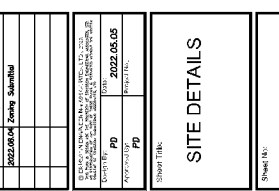
GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois

REFERENCE	STANDARD	NO.
Design	1	1 of 3
Approved	2	2 of 3

CONCRETE WASHOUT FACILITY



INLET PROTECTORS - SEDIMENT BAG



STABILIZED CONSTRUCTION ENTRANCE

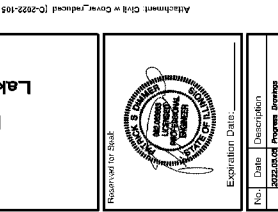


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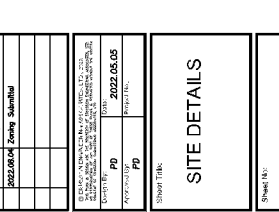
GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois

REFERENCE	STANDARD	NO.
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Approved	2	2 of 3

CONCRETE WASHOUT FACILITY



INLET PROTECTORS - SEDIMENT BAG



STABILIZED CONSTRUCTION ENTRANCE



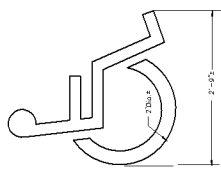
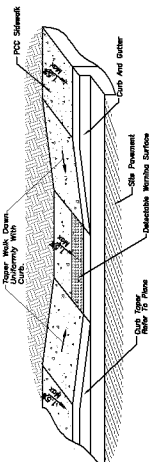
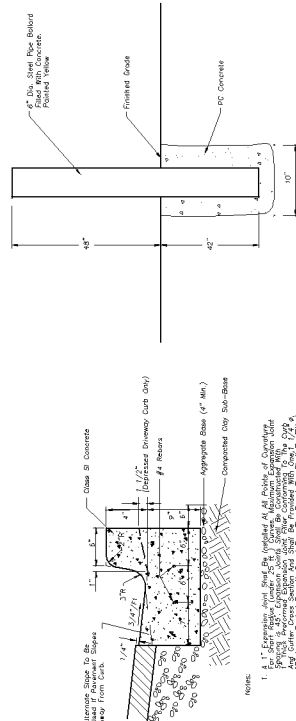


Date	Description
2022.03.05	Program Drawings
2022.06.21	Program Drawings
2022.06.30	Village Submittal
2022.07.26	Village Submittal
2022.08.04	Zoning Submittal

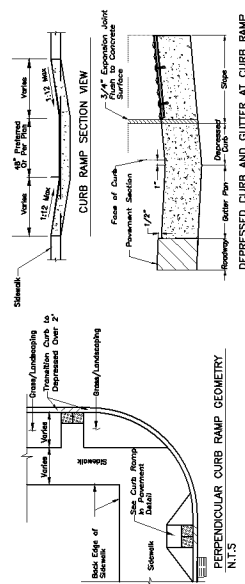
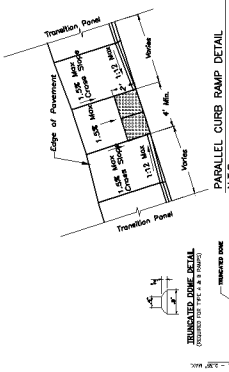
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C-602

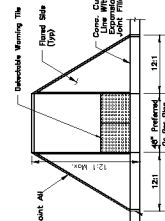
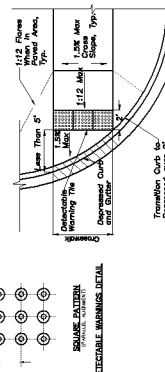
BOLLARD DETAIL



ACCESSIBLE PARKING
STALL PAVEMENT MARKING



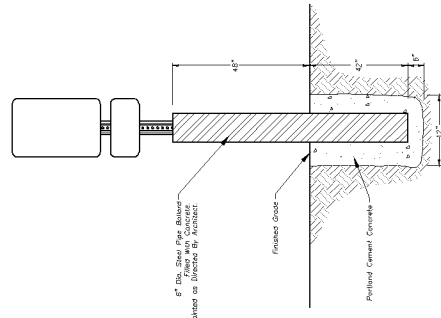
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Journal of the American Medical Association	2019	356	1000
Journal of the American Medical Association	2020	359	1000

CURB RAMP AT RADIUS SKEWED INTERFACE DETAIL
N.T.C.CURB RAMP IN PAVEMENT
NTS[illegible]

The *Handbook of the American Needlework Society* is a comprehensive guide to the art of needlework. It covers a wide range of techniques, from basic stitching to more advanced methods. The book is written in a clear, concise style, making it easy to follow. It is a valuable resource for anyone interested in needlework.

ACCESSIBLE RAMPS FOR SIDEWALKS

ACCESSIBLE PARKING SIGN IN BOLLARD

[illegible]



GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois

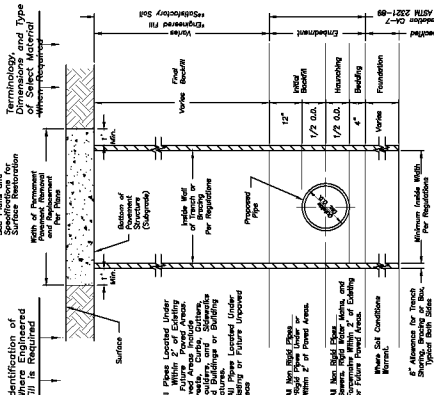
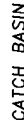
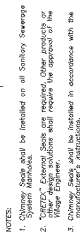
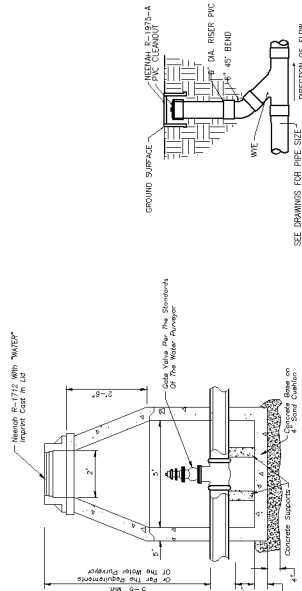
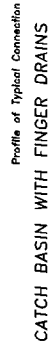
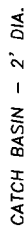


Expiration Date:

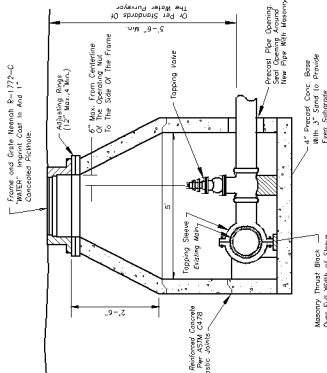
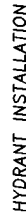
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SITE DETAILS

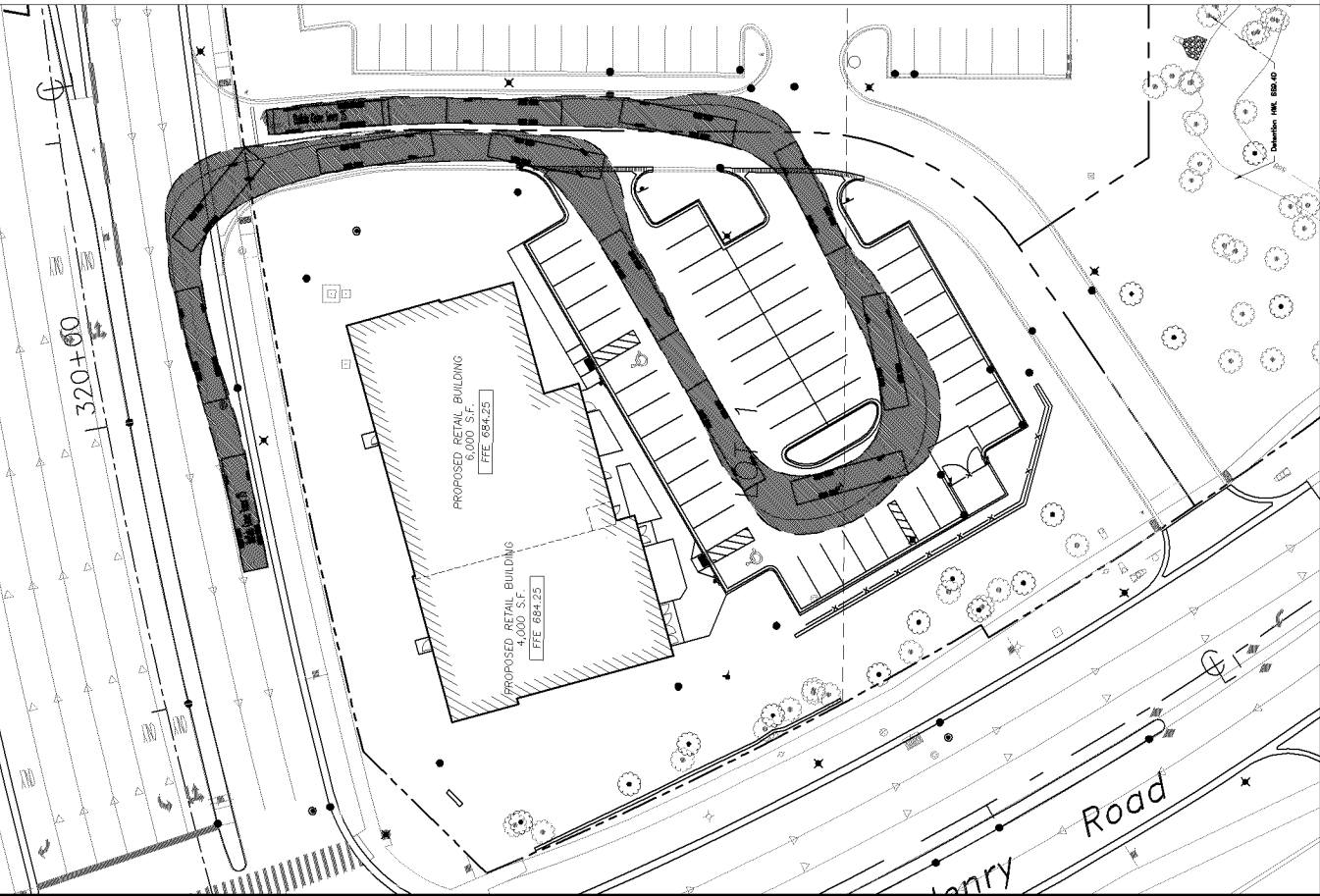
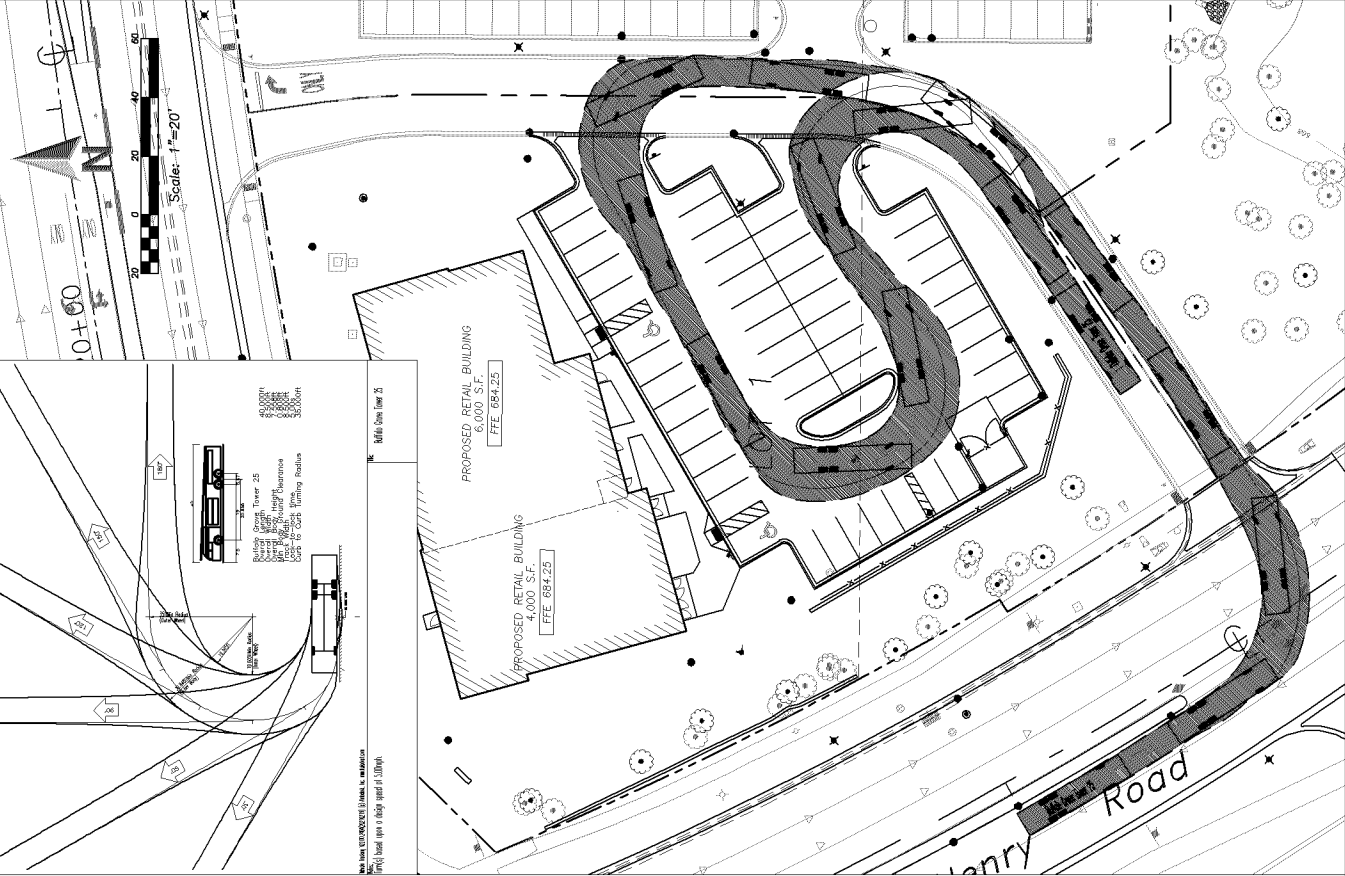
C-603

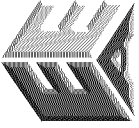


NOTE:
For Rigid Pipe the Minimum Depth From Subgrade to Top of Pipe Shall be 12".
For Non-rigid Pipe the Minimum Depth From Subgrade to Top of Pipe Shall be 12" for Pipe up to 48" Diameter and 18" For Pipe Over 48" Diameter. Non-rigid Pipe is Defined as Flexible Thermoplastic Pipe and/or Corrugated



PRESSURE CONNECTION VAULT





**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**
145 COMMERCE DRIVE, SUITE A
GLENVIEW, ILLINOIS 60025
TEL: (708) 722-1034
FAX: (708) 722-1034
WWW.ERIKSSON-ENGINEERING.COM
LICENSE NO. 184-002320
EXPIRES: 04/30/2025

GW McHenry BG LLC
Buffalo Grove Multi-Tenant Building
Lake Cook Road and McHenry Road
Buffalo Grove, Illinois



Registered Professional Engineer
Eriksson Engineering Associates, Ltd.
No. 184-002320
Exp. 04/30/2025

**TURNING EXHIBIT
TOWER 25**

CX-001

No.	Date	Description
1	2022.03.01	Project Overview
2	2022.03.01	Project Overview
3	2022.03.01	Project Overview
4	2022.03.01	Project Overview
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99	2022.03.01	Project Overview
100	2022.03.01	Project Overview



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

Recommendation of Action

Staff recommends going into executive session.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, September 19, 2022



Information Item : Executive Session - Section 2(C)(6) of the Illinois Open Meetings Act: (6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

Recommendation of Action

N/A

Executive Session - Section 2(C)(6) of the Illinois Open Meetings Act: (6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, September 19, 2022	
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