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

Meeting of the Village of Buffalo Grove Village Board

Regular Meeting
August 17, 2020 at 7:30 PM

1. Call to Order

A. Open Meetings Act Compliance

Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held electronically by utilizing the Zoom link below.

Zoom Link: www.vbg.org/august17boardmeeting

Phone Number: 312-626-6799

Meeting ID: 864 9811 7953

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

In accordance with the Open Meetings Act, any person shall be permitted an opportunity to address public officials under the rules established and recorded in the Buffalo Grove Municipal Code. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting. Participants interested in making a statement should use the "raise your hand" function in Zoom and the participants microphone will be unmuted to allow them the opportunity to speak.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Jul 20, 2020 7:30 PM

B. Village Board - Committee of the Whole - Aug 3, 2020 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1318 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. R-2020-37 Resolution Extending Executive Order 2020-07 (President Sussman) (Staff Contact: Dane Bragg)

5. Village Manager's Report

A. Recommendation Regarding Hauber PSEBA Claim (President Sussman) (Staff Contact: Dane Bragg)

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. Proclamation Recognizing Constitution Week (President Sussman) (Staff Contact: Evan Michel)

SUMMARY: Proclaims September 17-23 as Constitution Week.

B. Proclaiming September 6-12, 2020 National Payroll Week (President Sussman) (Staff Contact: Chris Black)

SUMMARY: Proclaiming September 6-12, 2020 National Payroll Week.

C. O-2020-59 An Ordinance Amending Chapter 5.20 - Liquor Controls (President Sussman) (Staff Contact: Julie Kamka)

SUMMARY: The Class E liquor license issued to Pizza Amore, Inc. at 808 Milwaukee Avenue is hereby rescinded. The business has closed.

D. R-2020-38 Motor Fuel Tax Resolution - Thompson & Brandywyn Contract 2 (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: The Thompson Boulevard and Brandywyn Lane Roadway Improvement Project - Contract 2 requires the Village to execute the Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) Resolution to allocate MFT funds to pay the Village's portion of construction.

9. Ordinances and Resolutions

A. R-2020-39 Thompson & Brandywyn Contract 2 Federal Funding and Engineering Agreements (Trustee Stein) (Staff Contact: Kyle Johnson)

B. O-2020-60 An Ordinance Amending the Existing Incentive Agreement with Edward Hines Lumber Co. at 1000 Corporate Grove (Trustee Smith) (Staff Contact: Chris Stilling)

C. R-2020-40 Resolution for Apple Hill/Tenerife Contingency Use (Trustee Stein) (Staff Contact: Darren Monico)

D. R-2020-41 Consideration for Trustees to Approve a Recreation Lease with ComEd for the Village's Bike Path System (Trustee Stein) (Staff Contact: Darren Monico)

E. O-2020-62 Resolution Amending Section 2.02 of the Buffalo Grove Municipal Code - Procedures of the Corporate Authorities (President Sussman) (Staff Contact: Dane Bragg)

10. Unfinished Business

11. New Business

A. Lake Cook Water Main Addition (Trustee Stein) (Staff Contact: Kyle Johnson)

12. Questions From the Audience

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

13. Executive Session

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

14. Adjournment

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

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

MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF BUFFALO GROVE HELD AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, IL AND VIA AUDIO/VIDEO CONFERENCING ON MONDAY, JULY 20, 2020

CALL TO ORDER

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

Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

Also present via audio/video were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Chris Black, Finance Director; Evan Michel, Management Analyst; Darrin Monico, Village Engineer; and Police Chief Casstevens.

APPROVAL OF MINUTES

Moved by Johnson, seconded by Smith, to approve the minutes of the June 22, 2020 Rescheduled 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 Ottenheimer, seconded by Pike, to approve the minutes of the July 13, 2020 Special Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1317

Mr. Black read Warrant #1317. Moved by Weidenfeld, seconded by Johnson, to approve Warrant #1317 in the amount of $4,728,991.03 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.

RESOLUTION NO. 2020-33 – EXECUTIVE ORDER 2020-06

Moved by Weidenfeld, seconded by Ottenheimer to pass Resolution No. 2020-33 extending Executive Order 2020-06.

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

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

CONSENT AGENDA

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

Lake County CARES IGA

Motion to approve the Lake County CARES IGA, an application for reimbursement for COVID related expenses.

Proclamation – Americans with Disabilities Act

Motion to approve a Proclamation celebrating the 30th Anniversary of the passage of the Americans with Disabilities Act.

Ordinance No. 2020-51 – Chapter 10

Motion to pass Ordinance No. 2020-51, amending Chapter 10 of the Village of Buffalo Grove Municipal Code: Lowering the Speed Limit on Buffalo Grove Road.

Ordinance No. 2020-52 – Liquor Controls

Motion to pass Ordinance No. 2020-52, amending Chapter 5.20 – Liquor Controls, of the Buffalo Grove Municipal Code allowing Prairie Krafts, Inc. at 1310 Busch Parkway to use the Assumed Name of Liquid Love Brewing Company. This is a DBA name change only.

Ordinance No. 2020-53 – Sign Code

Motion to pass Ordinance No. 2020-53 to consider a variation to the Sign Code for an additional wall sign for the Jewel Osco building at 79 McHenry Road.

Resolution No. 2020-34 – Water Conservation

Motion to pass Resolution No. 2020-34, 2020 National Mayor's Challenge for Water Conservation.

Moved by Stein, seconded by Ottenheimer 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.

TRUSTEE REPORTS

Trustee Johnson reported on the American Cancer Society **2020 Relay for Life** that is being held virtually this year, and urged residents to make a donation to help in the fight to end this disease.

Trustee Stein urged all residents to wear **Face Coverings** in accordance with CDC guidelines.

The Village Clerk reminded residents that the **2020 Census** is still being conducted, and urged everyone to be sure to complete this year's census as each resident represents federal funding to our local community for the next ten years. Representatives from the Census Bureau will begin in-person visits to those who have not completed the census, and she asked residents to be sure that those workers exhibit their credentials before answering any questions.

RESOLUTION NO. 2020-35 – LICENSE FEES

Moved by Weidenfeld, seconded by Johnson, to pass Resolution No. 2020-35 waiving 25% of Video Gaming license renewal fees for 2020.

Mr. Bragg reviewed the proposed resolution, details of which are contained in his memo of July 16, 2020 to the Board, after which he answered questions from Trustees.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2020-54 – REMOTE ATTENDANCE

Moved by Ottenheimer, seconded by Johnson, to pass Ordinance No. 2020-54 Remote Attendance Policy.

Mr. Bragg reviewed the proposed ordinance, details of which are contained in his July 16, 2020 memo to the Board, after which he and Mr. Brankin answered questions from Trustees.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2020-55 – LIQUOR CONTROLS

Moved by Smith, seconded by Pike, to pass Ordinance No. 2020-55 amending Chapter 5.20, Liquor Controls, of the Buffalo Grove Municipal Code.

Mr. Bragg reviewed the proposed ordinance, details of which are contained in Ms. Kamka's memo to him of July 15, 2020. Board discussion followed.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2020-56 – LAKE COOK ROAD TIF

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2020-56, approving the Buffalo Grove Lake Cook Road TIF District Redevelopment Project Area.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo of July 16, 2020 to Mr. Bragg.

Fran Lefor Hood, S. B. Friedman & Company, presented a quick overview of the EAV analysis, after which she answered questions from the Board.

Craig Horowitz noted that he believes that the TIF will result in tax increases; that the plan is outdated; that there should be a referendum on the November ballot; that the TIF should be broken into smaller districts; and he does not believe that the occupancy estimates are accurate.

Leon Gopon, 737 Bernard Drive, stated that he is in favor of the opportunity that this TIF represents, and that he is a member of a group with over 900 members and that group did not receive one negative comment regarding the proposal.

A resident stated that funds for water bills and pension funds have already gone up and she does not wish to see something put in place that will raise taxes even further; she pointed out that the Board works for the residents.

Flora Top, 968 Harvest Circle, asked about the type of residential proposed, what will happen to the current tenants of the Town Center, and how the TIF will affect current residents.

Brian Costin, 1339 Madison Court, pointed out that he believes that the proposed TIF will increase property taxes for every resident in Buffalo Grove; he is opposed to TIF districts; he believes there will be a property tax increase; he believes TIF districts invite corruption; government should not be in the business of picking winners and losers in the economy; multiple scientific studies show that TIF districts do not work on a macro or community level; the revenue projections are dubious; he does not believe the Village has properly vetted this project; he is concerned about the current tenants of the Town Center; he is concerned about loss of jobs.

Trustee Weidenfeld responded to several of the comments and/or questions, noting that this plan is a result of staff and residents working together to create the Lake Cook Corridor Plan, but in order for a developer to express any interest in the area, a TIF district is essential, and if managed properly, property values will increase and will be a benefit to every Buffalo Grove resident. This is not a debt that the Village is incurring. The developer is taking all the risks.

President Sussman stated that she was first against this TIF because she was against building on the golf course, and she is still opposed to building on the golf course; part of the money from this TIF will be used to help control flooding on the golf course; she is in favor of the TIF because the golf course will not be a part of the plan for another 20 or 30 years.

Trustee Pike reviewed the work that has gone into developing this proposal and noted that the TIF gives the Village an economic tool to spur business development in Buffalo Grove.

Trustee Johnson noted that in her years of volunteering and campaigning and being an elected official, the number one concern expressed by residents is the failure of the Town Center, with the second issue being that there is nothing to do and nowhere to go in Buffalo Grove. There is no reason to not move ahead with this proposal. Lake Cook Road is the main street of our Village, and without a TIF, nothing will happen on Lake Cook Road. Trustee Johnson commented on the effect to the taxing bodies. This Board has the opportunity to stimulate changes that our residents helped to create.

Trustee Ottenheimer stated that the last thing this Board wants to do is raise taxes. This proposal is an outstanding plan and an outstanding opportunity to make Buffalo Grove the best that it can be.

Trustee Stein also stated that the most frequent comment that he hears is from residents asking why Buffalo Grove can't have development like other communities. Trustee Stein noted that other communities utilize TIF districts to enhance development in their communities, and he believes that the time has come for Buffalo Grove to do the same in order to bring development into our community.

Mr. Bragg responded to Mr. Horwitz's comment that the Village had not responded to his FOIA requests. Mr. Bragg stated that Mr. Horwitz was provided with documents that existed, however, some records did not exist and FOIA law states that documents do not need to be created if they do not exist. Mr. Horwitz submitted a request to the Attorney General's office, and the Public Access Counselor determined that Buffalo Grove was in compliance with the law. Mr. Bragg noted that staff offered to answer questions from Mr. Horwitz. Buffalo Grove always has been in full compliance with FOIA legislation, and will continue to be in full compliance with FOIA requests.

In answer to a question from Trustee Smith, Mr. Bragg commented on the reasons that Kensington wants to develop at this location in Buffalo Grove. Trustee Smith responded to comments stating the Buffalo Grove is rushing into this proposal, and assured residents this proposal has been in the works for months and that staff, other taxing bodies and the public have had tremendous input into the proposal. This is a developer that is willing to invest in our community, and he believes this proposal will be good for Buffalo Grove.

Mr. Gopon stated that, to those residents complaining about increasing taxes, they should go to the school boards because that is where 70% of their property tax goes.

Mr. Horwitz again stated that this was only put on the agenda three days ago and residents did not have the opportunity to respond.

Mr. Michel relayed several comments that were on the chat system.

Mr. Costin asked what would happen if the Kensington project fails, and what will happen to existing businesses.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2020-57 – LAKE COOK ROAD TIF

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2020-57, designating the Buffalo Grove Lake Cook Road TIF District Redevelopment Project Area.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo of July 16, 2020 to Mr. Bragg.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2020-58 – LAKE COOK ROAD TIF

Moved by Smith, seconded by Ottenheimer, to pass Ordinance No. 2020-58, adopting Tax Increment Allocation Financing for the Buffalo Grove Lake Cook Road TIF District Redevelopment Project Area.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo of July 16, 2020 to Mr. Bragg.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2020-36 – KENSINGTON DEVELOPMENT

Moved by Smith, seconded by Pike, to pass Resolution No. 2020-36, an Inducement Resolution with Kensington Development for the Redevelopment of the Existing Town Center.

Mr. Stilling reviewed the proposed resolution, details of which are contained in his memo to of July 16, 2020 memo to Mr. Bragg. Mr. Stilling also addressed several of the questions that were raised by residents.

John Schoditsch, Kensington Development, briefly reviewed the process that has taken place in order to get to this point, as well as their vision for the development.

Craig Horwitz asked several questions with regard to the project.

Brian Costin also asked several questions with regard to the project.

Cindy Ashcroft provided a suggestion as to the layout of the project.

Upon roll call, Trustees voted as follows:

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

GREEN KNOLLS/GAIL

Moved by Stein, seconded by Ottenheimer, approve the Green Knolls/Gail Change Order, in accordance with materials contained in Board packets.

Mr. Monico reviewed the proposed Change Order, details of which are contained in Kyle Johnson's memo to Mr. Bragg of July 15, 2020..

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.

Craig Horwitz commented on the format in which Village Board meetings are held, as he had some exhibits that he wished to present with regard to the TIF. Mr. Bragg replied that the Village is under no obligation to provide A/V equipment.

ADJOURNMENT

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

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

The meeting was adjourned at 9:46 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS ____17th__________DAY OF ___August___ 2020

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Village President

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING MONDAY, AUGUST 3, 2020

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Chris Black, Finance Director; Evan Michel, Management Analyst; Julie Kamka, Deputy Clerk; Fire Chief Baker; and Deputy Police Chief Szos.

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

FEES & FINES UPDATE

Ms. Kamka, Chief Baker and Deputy Police Chief Szos presented staff recommendations to update current fees and/or fines that will impact the FY 2021 budget, details of which are contained in Ms. Kamka's memo to Mr. Bragg of July 30, 2020, Chief Baker's memo to the Board of August 13, 2020, and Lieutenant Anderson's memo to Chief Casstevens and Deputy Chief Szos of July 24, 2020, after which they answered questions from the Board.

SUNSET HOME RULE & UTILITY TAXES

Mr. Black reviewed the staff recommendation for the continuation of the additional 0.5% Home Ruse Sales Tax, Municipal Natural Gas Use Tax and Municipal Electricity Use Tax in fiscal year 2021. The total $4.81 million or 10.6% of the General Fund revenue budget is subject to sunset provisions. Based on the current service levels, lack of surpluses in other revenue streams, and no new sources of revenue, staff recommends no changes to Home Rule, Electricity or Natural Gas Use Taxes. Further details are contained in Mr. Black's memo of July 27, 2020 to Mr. Bragg.

TWENTY YEAR WATER RATE PROFORMA

Mr. Stilling reviewed the Twenty Year Water Rate Proforma which reflects the latest rates and capital expenditures, further details of which are contained in his memo to Mr. Bragg of July 29, 2020.

FY 2020 SIX-MONTH BUDGET REPORT

Mr. Black reviewed the June 30, 2020 mid-point of the fiscal year, which provides an overview of current year performance measured against the approved Budget and makes a comparison against the previous year's totals, further details of which are contained in his memo of July 27, 2020 to Mr. Bragg, Ms. Maltas and Mr. Stilling.

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.

ADJOURNMENT

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

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

The meeting was adjourned at 8:12 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS ____17th_____DAY OF ___August___ 2020

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Village President

Action Item : Approval of Warrant #1318

Recommendation of Action

Staff recommends approval.

Staff recommends approval of Warrant #1318 which totals $6,087,569.02.

ATTACHMENTS:

- Warrant #1318 SUMMARY (PDF)

Trustee Liaison	**Staff Contact**
Weidenfeld	Chris Black, Finance

Monday, August 17, 2020	

VILLAGE OF BUFFALO GROVE WARRANT #1318
17-Aug-20

General Fund:	**1,031,249.23**
Parking Lot Fund:	**356.25**
Motor Fuel Tax Fund:	**0.00**
Debt Service Fund:	**475.00**
School & Park Donations	**0.00**
Capital Projects-Facilities:	**500.00**
Capital Projects-Streets:	**1,875,975.99**
Health Insurance Fund:	**0.00**
Facilities Development Debt Service Fund:	**0.00**
Retiree Health Savings (RHS):	**145,887.66**
Water Fund:	**703,169.66**
Buffalo Grove Golf Fund:	**12,218.78**
Arboretum Golf Fund:	**26,426.39**
Refuse Service Fund:	**66,882.41**
Information Technology Internal Service Fund:	**59,632.77**
Central Garage Internal Service Fund:	**58,655.90**
Building Maintenance Internal Service Fund:	**114,912.51**
	4,096,342.55
PAYROLL PERIOD ENDING 07/23/2020	**1,020,757.71**
PAYROLL PERIOD ENDING 08/06/2020	**970,468.76**
	1,991,226.47
TOTAL WARRANT #1318	**6,087,569.02**

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

Village Clerk Village President

Resolution No. R-2020-37 : Resolution Extending Executive Order 2020-07

Recommendation of Action

Staff recommends approval.

This resolution extends Village President, Beverly Sussman's Executive Order 2020-07. Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and has subsequently extended that declaration until August 24, 2020.

ATTACHMENTS:

- Resolution Extending the Local Disaster Emergency Proclamation 8.2020 (DOCX)
- EO 2020-07 (1) (DOCX)

Trustee Liaison	**Staff Contact**
Sussman	Dane Bragg, Office of the Village Manager

Monday, August 17, 2020	

RESOLUTION EXTENDING EXECUTIVE ORDER 2020-07

WHEREAS, on July 27, 2020, Village President, Beverly Sussman, issued Executive Order 2020-07 based upon the COVID-19 pandemic;

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

WHEREAS, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and has subsequently extended that declaration until August 24, 2020;

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

WHEREAS, the Village Board finds that the present situation requires the extension of the Village President's Executive Order 2020-07;

NOW, THEREFORE, be it resolved as follows:

Executive Order 2020-07 dated July 27, 2020 issued by Village President Beverly Sussman is hereby extended. Said extension shall be coterminous with the COVID-19 disaster proclamation issued by Governor J.B. Pritzker unless further amended or modified.

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

AYES: ____________________________
NAYES: ____________________________
ABSENT: ____________________________

Passed ____________________, 2020
Approved ____________________, 2020

Approved:

____
Beverly Sussman, Village President

Attest:

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Janet Sirabian, Village Clerk

July 27, 2020

EXECUTIVE ORDER 2020- 07

AMENDMENT TO EXECUTIVE ORDERS 2020-01, 2020-03, 2020-04, 2020-05 and 2020-06

WHEREAS, on March 17, 2020, I issued Executive Order 2020-01 in response to the COVID-19 Pandemic; and

WHEREAS, on April 23, 2020, I issued Executive Order 2020-03 in response to the COVID-19 Pandemic; and

WHEREAS, on April 26, 2020, I issued Executive Order 2020-04 in response to the COVID-19 Pandemic; and

WHEREAS, on May 28, 2020, I issued Executive Order 2020-05 in response to the COVID-19 Pandemic; and

WHEREAS, on June 26, 2020, I issued Executive Order 2020-06 in response to the COVID-19 Pandemic; and

WHEREAS, on July 24, 2020, the State of Illinois issued a new executive order and new guidance regarding the Stay at Home Order issued by Governor JB Pritzker as well as guidance regarding face coverings and said order is numbered 2020-48 and;

WHEREAS, I find that in order to maintain consistency and clarity as to the measures to be taken help reduce the spread of COVID-19 effectively and safely there should be consistency with the Governor's Order 2020-48 and my previous Orders;

THEREFORE, by the powers vested in me as the President of Buffalo Grove, and pursuant to Section 2.56 of the Village Code, I hereby order the following:

Section 1. Executive Orders 2020-01, 2020-03, 2020-04, 2020-05 and 2020-06 are hereby amended to adopt and incorporate Governor Pritzker's Order 2020-48, a copy of which is attached hereto as Exhibit A and adopted herein by this reference.

Section 2. All provisions of the prior Executive Orders 2020-01 and 2020-03, 2020-04, 2020-05 and 2020-06 I have issued are repealed except as specifically set forth below.

Section 3. The Village of Buffalo Grove Village Hall and all Village public lobbies, offices and meeting rooms in public buildings are hereby closed except for essential services which shall be continued to be provided. The Village Manager may also open these facilities at his discretion. In the event that in-person service is needed, residents are to schedule an appointment using the information that is set forth on the Village website. The Village Manager may schedule Board and Commission meetings necessary to conduct Village business, at his discretion. Said meetings may occur telephonically, virtually or in person, in accordance with the Governor's Orders and state law.

Section 4. All activities of soliciting, as defined in Chapter 5.24 of the Buffalo Grove Municipal Code, are hereby prohibited until further notice.

Section 5. Any individual who is over age two and able to medically tolerate a face covering (a mask or cloth face covering) shall be required to cover their nose and mouth with a face covering at all times when in a public place or when outdoors and unable to maintain a six-foot social distance. A business owner or operator shall refuse admission or service to any individual who fails to wear face coverings as required by this Order. Additionally, all businesses subject to this Order shall post a notice at all public entrances, stating "Entrance Prohibited Without Face Covering". Said notice shall be visible by the public prior to entering the establishment and shall be in bold text a minimum of 75 type font in size and in the color and type attached hereto as Exhibit B.

Section 6. Restaurants. Consistent with the guidelines issued by the State of Illinois and attached hereto as Exhibit C and any Amendments thereto, restaurants may allow indoor and outdoor dining, including consumption of liquor subject to approval by the Liquor Control Commissioner. The Village Manager may promulgate rules governing the operation of restaurants including, but not limited to, sanitation, dining areas, permits, license, hours of operation and public health requirements as required during the duration of this Order.

Section 7. Penalty. The Village of Buffalo Grove Police Department and Community Development Department are authorized to enforce this Executive Order. In addition to other remedies the Village may seek, any violation of this Executive Order may subject the violator to a penalty as set forth in Chapters 1.08 and 1.12 of the Village Code.

Section 8. Golf courses are permitted to operate within the restrictions of Executive Order 2020-'13 and any restrictions published by the Illinois Department of Commerce and Economic Opportunity.

Section 9. This Executive Order shall be distributed in accordance with the Village Code.

Section 10. This Executive Order shall expire not later than the adjournment of the first regular meeting of the Corporate Authorities after the date of this Order unless sooner terminated by Proclamation of the Village President or unless amended or extended pursuant to the Village Code.

Beverly Sussman

Beverly Sussman, Village President

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Beverly Sussman, the Village President of the Village of Buffalo Grove, personally known to me, appeared before me, under oath, this day in person and acknowledged that in such capacity she signed and delivered the said instrument, as her free and voluntary act of the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of July 2020.

Action Item : Recommendation Regarding Hauber PSEBA Claim

Recommendation of Action

Village Manager Bragg recommends that the Village Board convene a hearing regarding Kimberly Hauber's claim for benefits under the Public Safety Employee Benefits Act (820 ILCS 320).

Should the Village Board agree with Village Manager Bragg's recommendation it would be appropriate for the Village Board to make a motion concurring with Village Manager Bragg's recommendation to convene a hearing and direct Village Attorney Brankin to make a recommendation to the Village Board regarding a hearing officer at the next Village Board meeting on September 14, 2020.

Per the attached memo, after a review of the information provided in Kimberly Hauber's application for PSEBA benefits upon the death of her spouse, John Kevin Hauber, Village Manager Bragg finds there is insufficient evidence from the application and supporting materials to establish that the cancer resulted from a response to an emergency situation. However, the materials submitted to date do not preclude the possibility that adequate evidence of attribution to emergency response might be shown. If there is further evidence available, Ms. Hauber should have an opportunity to provide it. Thus, a hearing is recommended to provide the opportunity for raising and considering additional evidence of whether the second condition for PSEBA entitlement can be met.

Should the Village Board concur with Village Manager Bragg's recommendation, Chapter 2.72.40 of the Village Code provides that the Village Board or its authorized designee shall convene a hearing which shall be overseen by a hearing officer appointed by the Board President with the consent of the Village Board. Village Manager Bragg recommends that Village Attorney Patrick Brankin make a recommendation to appoint a hearing officer at the next Village Board meeting on September 14, 2020.

ATTACHMENTS:

- 07-24-20 Hauber PSEBA Application Recommendation(PDF)
- Hauber.pseba.application (PDF)

Trustee Liaison	**Staff Contact**
Sussman	Dane Bragg, Office of the Village Manager

Monday, August 17, 2020	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

TO: Village President Beverly Sussman and Trustees

FROM: Dane C. Bragg, Village Manager

DATE: July 24, 2020

SUBJECT: Recommendation Concerning Application for PSEBA Benefits

This memorandum sets forth my recommendation with respect to the above-referenced application for benefits under the Public Safety Employees Benefits Act (820 ILCS 320/1 et seq.) ("PSEBA") pursuant to Chapter 2.72.30 of the Village of Buffalo Grove Municipal Code ("Village Code").

Background

Kim Hauber is the widow of former Village of Buffalo Grove Firefighter John Kevin Hauber, who died from colon cancer on January 27, 2018. Ms. Hauber was awarded a line of duty surviving spouse pension benefit by the Board of Trustees of the Buffalo Grove Firefighters' Pension Fund by vote taken on March 23, 2018. The Pension Board issued its written decision on May 14, 2018. Ms. Hauber filed a Complaint for Declaratory Judgment against the Village on March 10, 2020, seeking an award of PSEBA benefits. That Complaint was served upon the Village on May 21, 2020. Through her attorney, Ms. Hauber agreed to stay those proceedings until a time following the conclusion of the Village's administrative process set forth in the Village Code to determine whether the application will be granted. Ms. Hauber's application for PSEBA benefits was received by the Village on June 11, 2020. Documents supplementing that application, including the Pension Board decision and Buffalo Grove Fire Department incident log were received by Village counsel on June 16, 2020 (all of which are attached).

Applicable Statute and Ordinance

PSEBA requires that an employer of a full-time firefighter in Illinois who suffers a "catastrophic injury" or is killed in the line of duty "as the result of the ... firefighter's response to what is reasonably believed to be an emergency" to "pay the entire premium of the employer's health insurance plan for the injured employee, the injured employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support or the child is a full-time or part-time student and is dependent for support."

Courts in Illinois consistently have held that an award of a line of duty death or disability pension is sufficient to establish the "catastrophic injury" prong under PSEBA. However, PSEBA contains a stricter standard of causal connection than the Pension Code standard for line of duty pensions. Courts in Illinois consistently have held that to establish the causation prong under PSEBA, an applicant must show that their injury was caused, at least in part, by their response to what was reasonably believed to be an emergency. Accordingly, the issue in this case is whether the colon cancer resulted from Mr. Hauber's response to what was reasonably believed to have been an emergency.

Chapter 2.72.30 of the Village Code provides that the Village Manager shall review all PSEBA applications and make a written recommendation to the Corporate Authorities of the Village within 45 days after submission of the relevant documentation. That recommendation shall state whether the applicant is eligible for benefits under PSEBA or whether a hearing should be convened in order to determine whether the applicant is eligible for benefits under PSEBA.

Chapter 2.72.40 of the Village Code provides that if the Village Board, following the Village Manager's recommendation, determines that a hearing should be convened, the Village Board or its authorized designee shall convene a hearing which shall be overseen by a hearing officer appointed by the Board President with the consent of the Village Board.

Recommendation

I have reviewed Ms. Hauber's PSEBA application, as well as the supplemental materials, and the documents relied upon by the Pension Board, such as the independent medical reports. There does not appear to be sufficient evidence from the application and supporting materials to establish that the cancer resulted from a response to an emergency situation. However, the materials submitted to date do not preclude the possibility that adequate evidence of attribution to emergency response might be shown, so if there is further evidence available Ms. Hauber should have an opportunity to provide it. Thus, a hearing is recommended to provide the opportunity for raising and considering additional evidence of whether that second condition for PSEBA entitlement can be met.

Sincerely,

Dane C. Bragg,
Village Manager

Attachments

VILLAGE OF BUFFALO GROVE
APPLICATION FOR BENEFITS PURSUANT TO
THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT ("PSEBA")

The undersigned states as follows:

A. Applicant Information

1. Name of Applicant: Kim Hauber

2. If Applicant is a family member of the Public Service Officer, please describe relationship to injured or deceased Public Safety Officer: Widow

3. Employment Status *(select one of a or b)*:

   a. ____ I am employed by ________________

   b. X I am not employed

4. Marital Status *(select one of a, b, or c)*:

   a. ____ Single

   b. ____ Married to (Name): ________________

   Social Security Number________________

   c. X Divorced or widowed

5. Dependent Children *(select one of a or b)*:

   a. X I have dependent children under age 26 totaling: 4

   b. ____ I do not have any dependent children.

6. Date of Hire with the Village of related Public Service Officer: May 6, 1994

7. Has the injured or deceased Public Safety Officer or any family member on his/her behalf previously made a request for PSEBA benefits? If so, identify when the request was made, how it was made, to whom it was made, whether any PSEBA benefits were paid and for how long and provide any documentation:

   No.

B. Health Coverage Information

Note: *Please be advised that if you are granted continued health coverage under PSEBA, you will receive coverage under the Village's* <u>*basic*</u> *group health insurance plan which is the least expensive health plan offered by the Village as determined solely by the Village. This means that you may be obligated to switch group health plans if you are awarded PSEBA benefits and elect*

Attachment: Hauber.pseba.application (Hauber PSEBA Claim) *to receive such PSEBA benefits. If you wish to maintain different coverage other than the Village's basic group health insurance plan, you may be charged for the difference between such different coverage and the Village's basic group health insurance plan. PSEBA coverage does not include supplemental coverage such as dental or life insurance. Additionally, if your PSEBA coverage is secondary to any other group health plan, your PSEBA coverage will be considered supplemental and may be reduced or eliminated as determined by the Village.*

Please indicate whether ***(select one of 1 or 2)***:

1. X No other health insurance coverage is available to me

2. _____ Other health insurance coverage is available from (***check all that apply***):

   a. _____ My current employer's plan

   b. _____ My spouse's employer's plan

   c. _____ COBRA from a former employer

   d. _____ Medicare, Medicaid or other coverage provided through a state or federal health benefit exchange

   e. _____ Individual policy (Policy Issuer: ____________________)

   The above indicated coverage began on ____________***(insert date)***. This coverage runs until _________ ***(insert last month of coverage)***. Please indicate the name of the health plan or insurance company providing other health coverage:________________________________

3. Are you currently enrolled in any other coverage? _____ Yes _____ No

4. Indicate monthly amount paid or payable by you for such coverage

   $______________

   Provide the following information about insurance carrier or third party administrator of each other health plan or policy that is available to you (including coverage not currently in effect):

   Contact person________________________________

   Address ________________________________

   Phone ________________________________

   Web or E-Mail ________________________________

Attachment: Hauber.pseba.application (Hauber PSEBA Claim)

5. If married (indicate):

Is spouse employed? ____ Yes ____ No

Name and address of spouse's employer:

____

____

Is health insurance coverage available from spouse's employer?

______ Yes ______ No ______ Don't know

C. Information Related to the Disability

1. Has a Line-Of-Duty Disability Pension been applied for or granted by the Police/Fire Pension Fund Board? Yes

If so, provide the date of application or pension, copies of any materials submitted in support of such a pension and the Pension Board award:

The written Decision and Order of the Pension Board Dated May 14, 2018 is Attached

2. Describe when, where and how the disabling injury or injuries and/or death occurred for which you are now seeking PSEBA benefits and provide any supporting information/documents (attach additional sheets if necessary):

Exposure to carcinogens from the cumulative acts of Duty.

3. List any and all witnesses to the qualifying injury and/or death and provide any witness statements (attach additional sheets if necessary):

____

____

4. Provide any other facts that would qualify the injured or deceased Public Safety Officer for PSEBA benefits (attach additional sheets if necessary):

____

____

D. Medical Information and Supporting Documentation to be Provided to the Village

The applicant shall provide, along with this application, any medical records regarding the injury, any decisions by a governing public safety pension board and supporting documentation related to such pension board decisions and any additional pertinent documentation that the applicant wants to have considered or that is requested by the Village.

To determine continuing eligibility for PSEBA benefits, the Village Manager may need to review relevant medical records of the applicant and/or the injured Public Safety Officer. In order to process an application for PSEBA coverage, it is necessary that you complete and return to the Village the attached waiver form to authorize the Village to obtain and review copies of these medical records.

E. Agreement to Update Information and Comply with PSEBA

This statement is made for the sole purpose of receiving benefits provided by the Village of Buffalo Grove under the Public Safety Employee Benefits Act. The information contained in this application is true to the best of my knowledge and belief. If any of the information provided in this application changes, I agree to provide documentation to the Village of Buffalo Grove within 30 days of such change, including in particular any change in the marital status of the spouse of a Public Safety Officer or my dependent reaching age 26, a change in disability status and the availability of any other health coverage to any person listed above.

I understand that it is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement to obtain health insurance coverage as provided by the Public Safety Employee Benefits Act. 820 ILCS 320/10(a)(2). Such actions constitute a Class A Misdemeanor and can serve as the basis for denial of coverage and an obligation to repay any benefits paid out under the Public Safety Employee Benefits Act. 820 ILCS 320/10(a)(3).

I further understand and agree to comply with the additional reporting obligations set forth in the PSEBA statute and will provide the Village with the requested information in a timely manner pursuant to such laws.

I, the undersigned applicant, understand that if I am awarded PSEBA benefits and later become eligible to enroll in another group health plan, including Medicare, that my PSEBA benefits may be reduced or eliminated.

Signature of Applicant: Kim Hauber

Date: 3-28-19

For office use only:
Date PSEBA Application Received: ______________
Received by: ______________________________

Information Item : Proclamation Recognizing Constitution Week

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Proclaims September 17-23 as Constitution Week.

ATTACHMENTS:

- Constitution Week Proclomation2018 (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, August 17, 2020	

VILLAGE OF BUFFALO GROVE

Proclamation

Village of Buffalo Grove

PROCLAMATION RECOGNIZING CONSTITUTION WEEK

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2020 marks the 233th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorial anniversary, and to commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution week; and

NOW THEREFORE, BE IT RESOLVED that I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim the week of September 17-23 as ***Constitution Week*** and ask our citizens to reflect on the privilege of being an American, with all of the rights and responsibilities which that privilege involves.

Proclaimed this 17th day of August 2020,

Beverly Sussman,
Village President

Information Item : Proclaiming September 6-12, 2020 National Payroll Week

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Proclaiming September 6-12, 2020 National Payroll Week.

ATTACHMENTS:

- Payroll Week Proc (DOC)

Trustee Liaison	**Staff Contact**
Sussman	Chris Black, Finance

Monday, August 17, 2020	

VILLAGE OF BUFFALO GROVE

Proclamation

Village of Buffalo Grove

Declares September 6-12, 2020 National Payroll Week

WHEREAS, The American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, Payroll professionals in the Village of Buffalo Grove play a key role in maintaining the economic health of Buffalo Grove, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS, Payroll departments collectively spend more than $2.4 trillion annually complying with myriad federal and state wage and tax laws; and

WHEREAS, Payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS, Payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, Payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove, for the Board of Trustees, and on behalf of all of the residents of the Village of Buffalo Grove, do hereby proclaim the first full week of September as ***National Payroll Week***.

Proclaimed this 17th day of August, 2020.

Beverly Sussman, Village President

Ordinance No. O-2020-59 : An Ordinance Amending Chapter 5.20 - Liquor Controls

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class E liquor license issued to Pizza Amore, Inc. at 808 Milwaukee Avenue is hereby rescinded. The business has closed.

ATTACHMENTS:

- Ord Class E - Pizza Amore, - Rescinded (DOCX)

Trustee Liaison
Sussman

Staff Contact
Julie Kamka, Office of the Village Manager

Monday, August 17, 2020	

Underlined = addition
~~Strikethroughs~~ = deletion
08/04/2020

ORDINANCE NO. 2020 -

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

5.20.72 Licenses authorized.

E. Class E.

Licensee and d/b/a	Address
1. Hanabi, Inc. d/b/a Hanabi Japanese Restaurant	734 S. Buffalo Grove Road
2. Grande Jakes Fresh Mexican Grill in BG, Inc.	205 Dundee Road
~~3. Pizza Amore, Inc.~~	~~808 Milwaukee Avenue~~
~~4~~3. MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
~~5~~4. Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road

Section 2.

A. The Class E liquor license issued to Pizza Amore, Inc. at 808 Milwaukee Avenue is hereby rescinded.

B. 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: ______________________________, 2020

APPROVED: ____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk

Resolution No. R-2020-38 : Motor Fuel Tax Resolution - Thompson & Brandywyn Contract 2

Recommendation of Action

Staff recommends approval.

SUMMARY: The Thompson Boulevard and Brandywyn Lane Roadway Improvement Project - Contract 2 requires the Village to execute the Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) Resolution to allocate MFT funds to pay the Village's portion of construction.

ATTACHMENTS:

- T&B C2 MFT Memo (DOCX)
- BLR 09110 T&B C2 (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, August 17, 2020	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 12, 2020

TO: Jenny Maltas, Deputy Village Manager

FROM: Kyle Johnson, Civil Engineer II

SUBJECT: Thompson & Brandywyn Roadway Improvement – Contract 2 MFT Resolution

Background
As part of the Thompson Boulevard and Brandywyn Lane Roadway Improvement Project – Contract 2, the Village is required to execute the Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) Resolution to utilize MFT funds to pay the Village's portion of construction and engineering. This resolution requests MFT funds be allocated for the Village's local share payments to the Illinois Department of Transportation.

Recommendation
Staff recommends that the Village Board approve the attached Illinois Department of Transportation (IDOT) Motor Fuel Tax (MFT) Resolution.

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		16-00106-02-RS

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Buffalo Grove (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Thompson Boulevard	1.031	FAU 3260	Buffalo Grove Rd	Weiland Rd
Brandywyn Lane	1.135	FAU 2060	Aptakisic Rd	Prairie Rd

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

roadway reconstruction and resurfacing including all incidental and collateral work necessary to complete the project as shown on the plans and as described in the specifications.

2. That there is hereby appropriated the sum of two million four hundred thousand and no cents Dollars ($2,400,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Janet Sirabian (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type) of Buffalo Grove (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by President and Board of Trustees (Governing Body Type) of Buffalo Grove (Name of Local Public Agency) at a meeting held on August 17, 2020 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th (Day) day of August, 2020 (Month, Year).

(SEAL)

Clerk Signature | Date

Approved

Regional Engineer
Department of Transportation | Date

Attachment: BLR 09110 T&B C2 (R-2020-38 : MFT Resolution - Thompson & Brandywyn Contract 2)

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?	Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.
Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: - Original would be used when passing a resolution for the first time for this project. - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. - Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.
Roadway/Street Improvements:	
Name Street/Road	Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route Number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.
Structures:	
Name Street/Road	Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

Resolution No. R-2020-39 : Thompson & Brandywyn Contract 2 Federal Funding and Engineering Agreements

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Gewalt Hamilton Associates, Inc. Resident engineering contract for the Brandywyn Lane and Thompson Boulevard Improvement Project - Contract 2 pursuant to the Local Public Agency Agreement for Federal Participation.

ATTACHMENTS:

- LPA & GHA Phase III Memo (DOCX)
- CS.109 Stage 2 - BLR 05310 7.28.20 (PDF)
- Addendum 1 - Location Map (PDF)
- Addendum 3 - Draft Resolution for Local Funding Commitment revised 7.16.20 (DOCX)
- Addendum 4 -GATA (DOCX)
- GHA CS.109 Stage 2 - DRAFT BLR 05611 07.28.20 (PDF)
- BC 775 LPA Resident Construction Supervisor - LDeferville (PDF)
- BC 776 LPA Construction Inspector - LDeferville (PDF)

Trustee Liaison	Staff Contact
Stein	Kyle Johnson, Engineering

Monday, August 17, 2020	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 13, 2020

TO: Jenny Maltas, Deputy Village Manager

FROM: Kyle Johnson, Civil Engineer II

SUBJECT: Approval of Local Public Agency Agreement for Federal Participation and a Phase III Resident Engineering Agreement

Since 2014 staff has worked with the Lake County Council of Mayors to have the entire limits of Thompson Boulevard and Brandywyn Lane (4.2 miles) successfully added to the Federal Aid Urban route system. Through this process staff then secured Federal funding for 80% of the total project improvements. Currently the total project cost for both roads is estimated to be \$12,257,040 through Design Engineering (Phase II) and Resident Engineering and construction (Phase III). \$9,805,632 of that total will be paid for by Surface Transportation Program grant funding, the remaining \$2,451,408 will be the Village's obligation. The Village has also elected to include additional Village streets at our own cost, as they are logical inclusions to the construction and the Village will benefit from the economies of scale. Because of the size of this overall project, it has been broken down into 3 contracts. Contract 1 is currently underway and will be completed in 2020, for which the Village Board approved this same type of agreement on January 21st, 2020. Contract 2 is the subject of this item and agreement, which will be bid by the Illinois Department of Transportation on November 6th, 2020 and constructed in 2021. Contract 3 is still planned for construction in 2022.

In order to appropriate those funds toward the Village's use on the Phase III Resident Engineering and contracted construction of Brandywyn Lane & Thompson Boulevard Contract 2, a Local Public Agency Agreement for Federal Participation is required between the State of Illinois Department of Transportation and the Village of Buffalo Grove. In order to receive the grant funds the Village of Buffalo Grove must agree to complete the construction within the Illinois Department of Transportation's policies and procedures.

In 2015 the Village hired Ciorba Group to complete the Phase I Engineering Study. In late 2017 staff advertised for a Qualification Based Selection (QBS) process for the Thompson Blvd and Brandywyn Ln for Phase II Design Engineering and Phase III Resident Engineering services. After a thorough review of 13 submittals, the selection review committee selected Civiltech Engineering, Inc. for the Phase II Design Engineering which was previously approved by the Village Board. The committee also selected Gewalt Hamilton Associates, Inc. for the Phase III Resident Engineering services, primarily based on positive past experiences with the Village for similar work and an overall expertise with municipal construction practices. To maintain eligibility for Federal grant funding the QBS process is required to follow the Federal guidelines.

Contract 2 includes Brandywyn Lane from Aptakisic Road to Prairie Road and Thompson Blvd from Weiland Road to Buffalo Grove Road. Additionally, the following Village streets are included: Rolling Hills Court, Euclid Court, Berkley Court, Crossfield Court, Devonwood Court, Village Court, Jersey Court, Quaker Hollow Court South, Quaker Hollow Court North, London Court, Dover Court, Cedar Court South, Cedar Court North, English Oak Terrace, Ironwood Court and Thompson Court. Work is expected to begin in April 2021 and be completed in November 2021. Of the $7,620,854.00 project estimate for Contract 2, up to $4,958,166.00 will be federally funded.

Staff recommends that the Village Board authorize the Village President and the Village Clerk to execute the Local Public Agency Agreement with the Illinois Department of Transportation. Staff further recommends approval of the Phase III Resident Engineering Agreement with Gewalt Hamilton Associates, Inc. in an amount not to exceed $631,025.00.

Illinois Department of Transportation

Local Public Agency Agreement for Federal Participation

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	16-00106-02-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	10-16-0039

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction Job Number	Construction Project Number	Engineering Job Number	Engineering Project Number	Right of Way Job Number	Right of Way Project Number
C-91-091-20	PR6D(061)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose tc improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Brandywyn Lane	MUN 4801	1.23	0.00	1.23

Location Termini: Aptakisic Road to Prairie Road

Current Jurisdiction	Existing Structure Number(s)
Village of Buffalo Grove	N/A

Add Location | Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Thompson Boulevard	MUN 4756	1.03	0.00	1.03

Location Termini: Buffalo Grove Road to Weiland Road

Current Jurisdiction	Existing Structure Number(s)
Village of Buffalo Grove	N/A

Add Location | Remove

PROJECT DESCRIPTION

Project consists of the reconstruction and resurfacing of Bryndywyn Ln and reconstruction of Thompson Blvd. Improvements include curb and gutter, ADA upgrades, landscaping restoration and other associated improvements to complete the project.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation ____________________)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billinç in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _________ Monthly Payments of ____________________ due by the __________ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the **LPA**/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antirust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
    c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Funding Authorization Resolution
-	4.	GATA Reporting

Add Row

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Beverly Sussman

Title of Official

Village President

Signature

Date

The above signature certifies the agency's Tin number is 362525051 conducting business as a Governmental Entity.

Duns Number 074402751

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary — Date

By:

Director of Planning & Programming — Date

Director of Planning & Programming — Date

Philip C. Kaufmann, Chief Counsel — Date

Joanne Woodworth, Acting Chief Fiscal Officer — Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Village of Buffalo Grove	Lake	16-00106-02-RS

Construction Job Number	Construction Project Number	Engineering Job Number	Engineering Project Number	Right of Way Job Number	Right of Way Project Number
C-91-091-20	PR6D(061)				

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
- Participating Construction	STU	$4,453,346.00	80%				LOCAL	$1,113,336.00	20%	$5,566,682.00
- Non-Participating Construction							LOCAL	$1,423,147.00		$1,423,147.00
- Construction Engineering	STU	$504,820.00	80%				LOCAL	$126,205.00	20%	$631,025.00
-										
-										
-										
-										
-										
-										
-										
Total		$4,958,166.00		Total			Total	$2,662,688.00		$7,620,854.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

Maximum FHWA (STU) Participation 80% NTE $4,958,166
Non-Participating Construction included, but not limited to Cul-de-Sac construction

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque Metropolitan Area Transportation Study
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.

Instructions for BLR 05310 - Page 2 of 3

Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for thi: project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. I there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map	Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost	Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution	For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page	

Approved

Local Public Agency	The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number.
Illinois Dept of Transportation	The appropriate IDOT official shall sign and date here.

For Local Let Projects:

1. Location Map	Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost	Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Instructions for BLR 05310 - Page 3 of 3

Approved

Local Public Agency	**The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.**
Illinois Dept of Transportation	**The appropriate IDOT officials shall sign and date here.**

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed $20,000 EDP funds.
Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:
Maximum STR participation 80% not to exceed $100,000
Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming unt the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

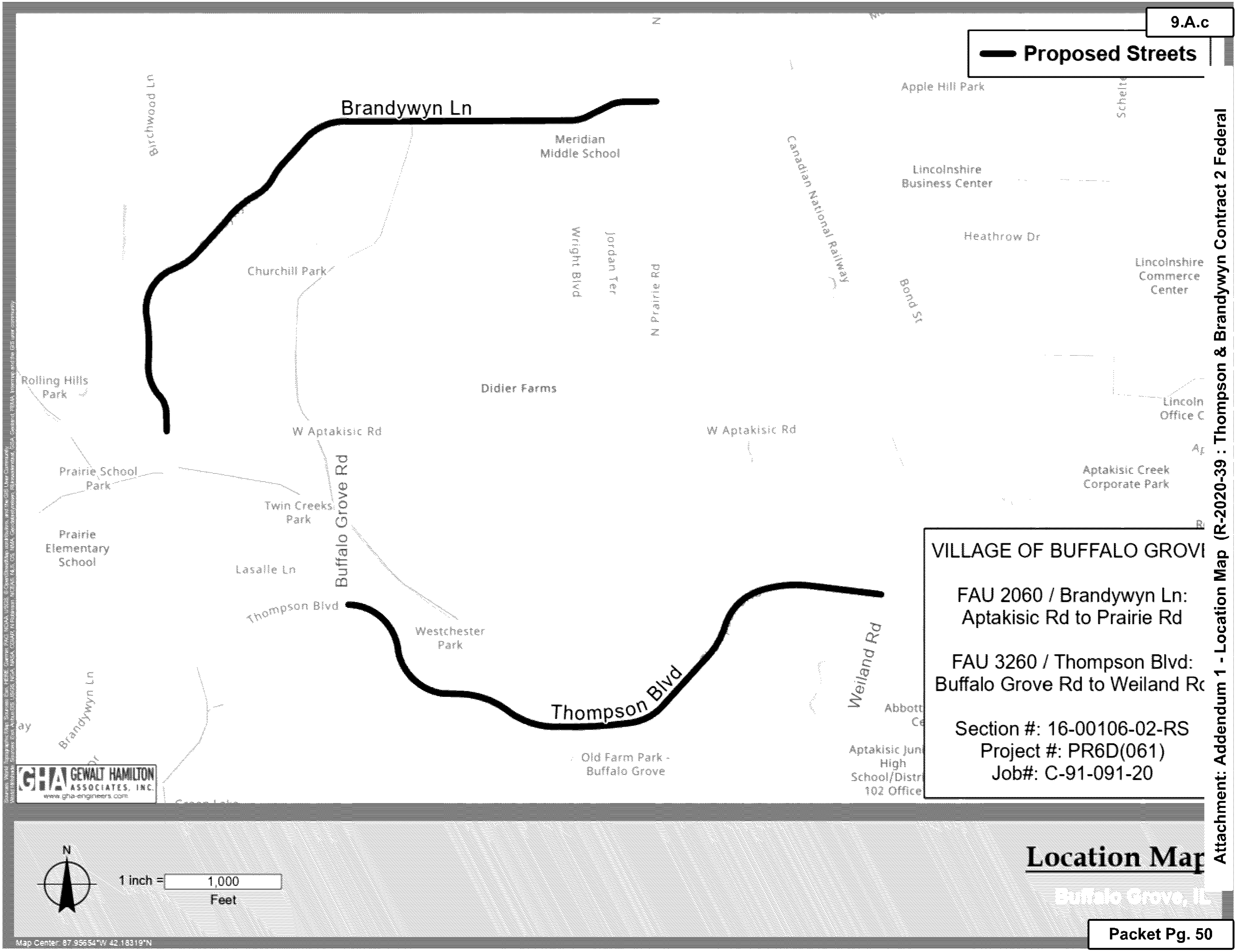
Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of Local Roads Central Office (2)



Attachment: Addendum 1 - Location Map (R-2020-39 : Thompson & Brandywyn Contract 2 Federal

COUNTY/CITY/VILLAGE/TOWNSHIP of _Buffalo Grove______
Location: _Brandywyn Lane & Thompson Boulevard – Stage 2____
Section No.: _16-00106-02-RS_____________
Project No.: __PR6D(061)__________
Job No.: __C-91-091-20____________
Lake_______________ County

RESOLUTION

WHEREAS, The VILLAGE of BUFFALO GROVE is attempting to improve a segment of Brandywyn Lane from Aptakisic Road to Prairie Road that is approximately 1.135 miles in length and Thompson Boulevard from Buffalo Grove Road to Weiland Road that is approximately 1.031 miles in length.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a local match.

NOW THEREFORE, BE IT RESOLVED by the VILLAGE of BUFFALO GROVE Board of Trustees that the VILLAGE of BUFFALO GROVE authorized Three Million One Hundred Six-Seven Thousand Five Hundred and Eight dollars, ($3,167,508) or as much may be needed to match federal funds in the completion of MFT Section Number 16-00106-02-RS.

BE IT FURTHER RESOLVED that the VILLAGE President and VILLAGE Clerk be and are hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the VILLAGE Clerk is hereby directed to transmit five certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the VILLAGE through the VILLAGE Clerk's Office.

.

Enacted and approved this ________ day of _________________________, 20__, at VILLAGE of BUFFALO GROVE, Illinois.

ADOPTED this __ day of _______________, 20__
_______AYES
_______NAYS
_______ABSENT

____
Beverly Sussman, Village President

ATTEST: ____________________________________
Janet Sirabian, Village Clerk SEAL

Addendum No. 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

Local Public Agency				Consultant
Local Public Agency Village of Buffalo Grove	L O C A L A G E N C Y	Illinois Department of Transportation **Construction Engineering Services Agreement For Federal Participation**	C O N S U L T A N T	Consultant Gewalt Hamilton Associates, Inc.
County Lake				Address 625 Forest Edge Drive
Section 16-00106-02-RS				City Vernon Hills
Project No. PR6D(061)				State Illinois
Job No. C-91-091-20				Zip Code 60061
Contact Name/Phone/E-mail Address Darren T. Monico, P.E. dmonico@vbg.org				Contact Name/Phone/E-mail Address Todd Gordon / (847) 478-9700 tgordon@gha-engineers.com

THIS AGREEMENT is made and entered into this ________ day of ______________________ , _______ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the PROJE
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Brayndywyn Ln & Thompson Blvd Route 4801/4756 Length 2.17 MI Structure No. N/A

Termini Aptakisic Rd to Prairie Road; Buffalo Grove Rd to Weiland Road

Description: Project consists of the reconstruction and resurfacing of Bryndywyn Ln and reconstruction of Thompson Blvd. Improvement include curb and gutter, ADA upgrades, landscaping restoration and other associated improvements to complete the project.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

   ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☐ c. For soils, to obtain samples and perform testing as noted below.

   ☐ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

☐ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

☐ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

☒ g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

☐ h. Geometric control including all construction staking and construction layouts.

☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance wit the STATE Construction Manual.

☒ j. Measurement and computation of pay items.

☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

☒ l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

☐ m. Revision of contract drawings to reflect as built conditions.

☒ n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Shoul any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation fror the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (othe than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named a: resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ ____________________

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal tc 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports hav been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the valu of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports hav been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEEI

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at th ENGINEER's expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall b multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any propert or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) c more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:

   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

   (2) Specifying the actions that will be taken against employees for violations of such prohibition.

   (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

   (A) abide by the terms of the statement; and

   (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

   (b) Establishing a drug free awareness program to inform employees about:

   (1) the dangers of drug abuse in the workplace;

   (2) the grantee's or contractor's policy of maintaining a drug free workplace;

   (3) any available drug counseling, rehabilitation and employee assistance program; and

   (4) the penalties that may be imposed upon an employee for drug violations.

   (c) Providing a copy of the statement required by subparagraph (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.

   (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction

   (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

   (f) 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 is in place.

   (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Fre Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result i the termination this AGREEMENT or such other remedy as the LPA deems appropriate.

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMEN will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	$618,815.00

Sub-Consultants:	TIN Number	Agreement Amount
Soils and Material Consultatns	36-3094075	$12,210.00
	Sub-Consultant Total:	$12,210.00
	Prime Consultant Total:	$618,815.00
	Total for all Work:	$631,025.00

Executed by the LPA: Village of Buffalo Grove
(Municipality/Township/County)

ATTEST:

By: ____________________ By: ____________________

____________________ Clerk Title: ____________________

(SEAL)

Executed by the ENGINEER:

Gewalt Hamilton Associates, Inc

ATTEST:

By: ____________________ By: ____________________

Title: ____________________ Title: ____________________

Bureau of Design and Environment
Prepared By: Consultant

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	Gewalt Hamilton Associates	DATE	07/17/20
PRIME/SUPPLEMENT		PTB-ITEM#	1
Prepared By			

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	160.00%
START DATE	4/1/2021		COMPLEXITY FACTOR	0
RAISE DATE	5/1/2021		% OF RAISE	3%

END DATE 3/31/2023

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	4/1/2021	5/1/2021	1	4.17%
1	5/2/2021	5/1/2022	12	51.50%
2	5/2/2022	4/1/2023	11	48.62%

The total escalation = 4.29%

Bureau of Design and Environment
Prepared By: Consultant

PAYROLL RATES

FIRM NAME Gewalt Hamilton Associ: **DATE** 07/17/20
PRIME/SUPPLEMENT 0
PTB-ITEM # 1

ESCALATION FACTOR **4.29%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Advising Principal	$35.50	$37.02
Principal	$70.00	$73.00
CE VI	$70.00	$73.00
CE V	$67.65	$70.55
CE IV	$57.00	$59.45
CE III	$44.50	$46.41
CE II	$33.15	$34.57
CE I	$26.68	$27.82
LS IV	$48.13	$50.20
LS II	$37.69	$39.31
GISP III	$55.00	$57.36
EC II	$31.40	$32.75
ET V	$58.98	$61.51
ET IV	$37.58	$39.19
ET III	$30.20	$31.50
ET II	$27.25	$28.42
ET I	$20.59	$21.47
AD I	$23.50	$24.51

Attachment: GHA CS.109 Stage 2 - DRAFT BLR 05611 07.28.20 (R-2020-39 : Thompson & Brandywyn Contract 2 Federal Funding and

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM Gewalt Hamilton Associates
DATE 07/17/20
PTB-ITEM # 1
OVERHEAD RATE 160.00%
PRIME/SUPPLEMENT 0
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Preconstruction Coordinatio	148	7,361	11,778		2,724		-	21,863	3.46%
	Preconstruction Meeting	16	774	1,239		286		-	2,299	0.36%
	Layout Verfication	166	6,836	10,937		2,529		-	20,302	3.22%
	Const Observation	2480	115,794	185,271	21,000	42,844	12,210	-	377,119	59.76%
	Const Obs (Inspector)	1710	48,597	77,755		17,981		-	144,333	22.87%
	Progress Meetings	76	4,170	6,673		1,543		-	12,386	1.96%
	Traffic Control Insp (Nights)	72	3,341	5,346		1,236		-	9,923	1.57%
	Punch Lists	80	3,713	5,940		1,374		-	11,027	1.75%
	Record Drawings	96	3,635	5,816		1,345		-	10,796	1.71%
	Project Closure	154	7,063	11,301		2,613		-	20,977	3.32%
			-	-		-		-	-	
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	Subconsultant DL					0			-	
	TOTALS	4998	201,284	322,056	21,000	74,475	12,210	-	631,025	100.00%
			523,340							

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Gewalt Hamilton Associates
PTB-ITEM# 1
PRIME/SUPPLEMENT 0

DATE 07/17/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Preconstruction Coordina			Preconstruction Meeting			Layout Verfication			Const Observation			Const Obs (Inspector)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Advising Principal	37.02	0.0																	
Principal	70.00	0.0																	
CE VI	70.00	40.0	0.80%	0.56	16	10.81%	7.57							24	0.97%	0.68			
CE V	70.55	70.0	1.40%	0.99	8	5.41%	3.81							24	0.97%	0.68			
CE IV	59.45	0.0																	
CE III	46.41	2,270.0	45.42%	21.08	80	54.05%	25.09	8	50.00%	23.20				1900	76.61%	35.56			
CE II	34.57	0.0																	
CE I	27.82	0.0																	
LS IV	50.20	56.0	1.12%	0.56							40	24.10%	12.10						
LS II	39.31	150.0	3.00%	1.18							110	66.27%	26.05						
GISP III	57.36	0.0																	
EC II	32.75	0.0																	
ET V	61.51	176.0	3.52%	2.17	16	10.81%	6.65	4	25.00%	15.38				152	6.13%	3.77			
ET IV	39.19	462.0	9.24%	3.62	20	13.51%	5.30	4	25.00%	9.80				380	15.32%	6.01			
ET III	31.50	56.0	1.12%	0.35							16	9.64%	3.04						
ET II	28.42	1,710.0	34.21%	9.72													1710	100.00%	28.42
ET I	21.47	0.0																	
AD I	24.51	8.0	0.16%	0.04	8	5.41%	1.32												
		0.0																	
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TOTALS		4998.0	100%	$40.27	148.0	100.00%	$49.74	16.0	100%	$48.38	166.0	100%	$41.18	2480.0	100%	$46.69	1710.0	100%	$28.42

AVERAGE HOURLY PROJECT RATES

FIRM Gewalt Hamilton Associates
PTB-ITEM# 1
PRIME/SUPPLEMENT 0

DATE 07/17/20
SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Progress Meetings			Traffic Control Insp (Nights)			Punch Lists			Record Drawings			Project Closure					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Advising Principal	37.02																		
Principal	70.00																		
CE VI	70.00																		
CE V	70.55	38	50.00%	35.28															
CE IV	59.45																		
CE III	46.41				72	100.00%	46.41	80	100.00%	46.41				130	84.42%	39.18			
CE II	34.57																		
CE I	27.82																		
LS IV	50.20										16	16.67%	8.37						
LS II	39.31										40	41.67%	16.38						
GISP III	57.36																		
EC II	32.75																		
ET V	61.51													4	2.60%	1.60			
ET IV	39.19	38	50.00%	19.60										20	12.99%	5.09			
ET III	31.50										40	41.67%	13.12						
ET II	28.42																		
ET I	21.47																		
AD I	24.51																		
TOTALS		76.0	100%	$54.87	72.0	100%	$46.41	80.0	100%	$46.41	96.0	100%	$37.87	154.0	100%	$45.86	0.0	0%	$0.0[illegible]

Attachment: GHA CS.109 Stage 2 - DRAFT BLR 05611 07.28.20 (R-2020-39 : Thompson & Brandywyn

	Principal	CE VI	CE V	CE IV	CE III	CE II	CE I	LS IV	LS II	ET
I. Phase III Construction Engineering										
Preconstruction Coordination		16	8		80					1
Preconstruction Meeting					8					4
Layout Verification								40	110	
Construction Observation (RE)		24	24		1900					15
Construction Observation (Inspector 1)										
Progress Meetings			38							
Traffic Control Inspection (Nights)					72					
Punch List & Final Inspections					80					
Record Drawings								16	40	
Project Closure					130					4
I. Category Subtotal	0	40	70	0	2270	0	0	56	150	17

Illinois Department of Transportation

COMPANY NAME: Gewalt Hamilton Associates

PTB NUMBER:

TODAY'S DATE:

ITEM	ALLOWABLE
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost
Air Fare	Coach rate, actual cost, requires minimum two wee with prior IDOT approval
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day
Vehicle Rental	Actual cost (Up to $55/day)
Tolls	Actual cost
Parking	Actual cost
Overtime	Premium portion (Submit supporting documentatio
Shift Differential	Actual cost (Based on firm's policy)
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)
Project Specific Insurance	Actual cost
Monuments (Permanent)	Actual cost
Photo Processing	Actual cost
2-Way Radio (Survey or Phase III Only)	Actual cost
Telephone Usage (Traffic System Monitoring Only)	Actual cost
CADD	Actual cost (Max $15/hour)
Web Site	Actual cost (Submit supporting documentation)
Advertisements	Actual cost (Submit supporting documentation)
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)

Illinois Department of Transportation

Engineering Payment Repo

(Submit with Final Invoic

Prime Consultant

Name	Gewalt Hamilton Associates
Address	625 Forest Edge Drive
Telephone	847.478.9700
TIN Number	

Project Information

Local Agency	Village of Buffalo Grove
Section Number	16-00106-02-RS
Project Number	PR6D(061)
Job Number	C-91-091-20

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Buffalo Grove
Section Number 16-00106-02-RS
Project Number PR6D(061)
Job Number C-91-091-20

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☒ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the *BLRS Manual*? ☒ Yes ☐ No
If no, IDOT's approval date: ______

3. Was the scope of services for this project clearly defined? ☒ Yes ☐ No

4. Was public notice given for this project? ☒ Yes ☐ No Due date of submittal: ______
Method(s) used for advertisement and dates of advertisement: ______

5. Do the written QBS policies and procedures cover conflicts of interest? ☒ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☒ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No

Criteria for this project	Weighting	Criteria for this project	Weighting
Services	20 %	Qualifications and Experience	20%
References and Resumes	10 %	Affiliations and Accredidations	10%
Local Office and Area Knowledge	15 %	Past Performance	15%
Ability to Perform Multiple Func.	10 %		%

8. Do the written QBS policies and procedures discuss the method of selection? ☒ Yes ☐ No
Selection committee (titles) for this project: Vilage Engineer, Director of Public Works, Civil Engineer II
Top three consultants selected for this project in order: 1) Gewalt Hamilton and Associates
2) Civiltech 3) BLA
If less than 3 responses were received, IDOT's approval date: ______

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☒ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☒ Yes ☐ No

11. Were acceptable costs for this project verified? ☒ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☒ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☒ Yes ☐ No

LEGAL NOTICE / PUBLIC NOTICE REQUEST FOR QUALIFICATIONS (RFQ) NOTICE TO RESPONDERS:
For information on how to receive a copy of the Request for Qualifications Package and any addenda contact the Office of the Village Clerk at 847-459-2500 or visit the Village of Buffalo Grove procurement website at www.vbg.org. Sealed response documents will be received at the Village of Buffalo Grove's Clerk's Office, until the time and date specified below, for:
PROFESSIONAL ENGINEERING SERVICES FOR THOMPSON BOULEVARD FROM ARLINGTON HEIGHTS ROAD TO WEILAND ROAD AND BRANDYWYN LANE FROM DEERFIELD PARKWAY TO PRAIRIE ROAD PHASE 2 DESIGN AND PHASE 3 CONSTRUCTION ENGINEERING
ADDRESS THE STATEMENT OF QUALIFICATIONS TO: Office of the Village Clerk, Village Hall, 50 Raupp Boulevard, Buffalo Grove, IL 60089 before the submittal date and time specified below. Response documents shall be sealed and clearly marked on the front **"VoBG-2017-31 Qualifications for Thompson and Brandywyn Phase 2 & 3 Engineering"**. FAXED OR EMAILED RESPONSE DOCUMENTS WILL NOT BE ACCEPTED.
THE RESPONSE DOCUMENTS ARE DUE NO LATER THAN: 10:00 a.m., on Thursday September 28, 2017. Response documents should consist of one sealed submittal as described in the RFQ package. Each Consultant shall be required to submit one original, hard copy, and a PDF copy on a CD or USB device.
Published in Daily Herald August 23, 2017 (4480729)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville,Cary,Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin,Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts,Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park,Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake,Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville,Lincolnshire, Lindenhurst, Long Grove, Mt.Prospect, Mundelein,Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach,Round Lake Heights,Round Lake park,Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora, Glenview

County(ies) of Cook, Kane, Lake, McHenry
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published August 23, 2017 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Authorized Agent

Control # 4480729

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ▪ FAX 847.478.9701
www.gha-engineers.com

SCOPE OF SERVICES

Phase III Construction Engineering Services
Brandywyn Lane and Thompson Boulevard Improvements – Stage 2
Section 16-00106-02-RS
Project No. PR6D(061)
Job No. C-91-091-20
Village of Buffalo Grove
GHA Proposal No. 2019.CS109 – Stage 2

PROJECT UNDERSTANDING

It is our understanding that the Village of Buffalo Grove proposes the reconstruction of Thompson Boulevard between Buffalo Grove Road and Weiland Road and the reconstruction of Brandywyn Lane between Aptakisic Road and approximately 130 feet east of Birchwood Lane (station 369+30), and the resurfacing of Brandywyn Lane between approximately 130 feet east of Birchwood Lane (station 369+30) and Prairie Road. Thompson Boulevard's functional classification is designated as a Collector and Brandywyn Lane's functional classification is designated as a Minor Collector in the Village of Buffalo Grove. There is curb and gutter along the project limits, and drainage is accommodated by an enclosed system. Pedestrian accommodations include existing sidewalk on both sides of each Thompson Boulevard and Brandywyn Lane. Other improvements will include ADA upgrades at the intersections.

The project will be administered and awarded through the Illinois Department of Transportation's (IDOT). As Surface Transportation Program (STP) funds will be utilized for construction, the project will follow IDOT procedures for Federal Aid Projects. Thus, the Village of Buffalo Grove has entered into Intergovernmental Agreement with IDOT to monitor the utilization of the STP funds for completion of the project. This project is anticipated to be on the November 6, 2020 IDOT letting, and as a result, will most likely commence construction at the beginning of 2021.

CONSTRUCTION ENGINEERING SERVICES

It is our practice to adhere to construction industry standards and insist on compliance with the project plans and specifications in an effort to efficiently produce a quality project. As such, Construction Engineering Services will be performed in accordance with the services outlined in the Request for Qualifications, as well as Illinois Department of Transportation standard procedures including, but not limited to, the following:

1. GHA will oversee a scheduled pre-construction meeting with project stakeholders prior to the start of construction and provide the meeting attendees with a summary in the form of Minutes for their records.
2. Prior to construction commencement, GHA will utilize measures outlined in our Public Relations Plan to determine impacts on schools, local businesses, places of worship, parks, and other local projects. We will include the Village, Village Hall, Public Works Department(s), School District(s), utility companies, and permitting agencies as members of our project communications team to collaborate and determine the best methods for identifying, reaching, and maintaining relationships with the project stakeholders. Once communications plan is established, GHA will continue to coordinate and communicate with stakeholders using resident letters, project flyers and newsletters as requested to ensure they are properly and consistently informed of the project's progress.
3. GHA will review drawings, diagrams, illustrations, brochures, catalog cuts, shop drawings, project schedules, and other data which the contractor is required to submit for conformance with the design concept and compliance with the contract documents.

4. GHA will provide geometric control and construction layout verification by making random checks to the Contractor's staking to determine if the work is in general conformance with the plans. If an error is found, we will immediately notify the Contractor to make the appropriate changes prior to construction. In addition, our survey crew will also provide before and after measurements and cross sections for applicable pay items.
5. GHA will provide full-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. We will utilize IDOT's web-based system known as the Construction and Materials Management System (CMMS). This system will provide a computerized version of a Daily Diary, Weekly Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and numerous other reports. We will measure, record, and provide source documentation daily for all quantities for which payment will be made, and we will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, yield requirements, and material weight ticket collection to help facilitate a timely project closeout. We will also work with the IDOT documentation auditors and reviewers as necessary to ensure the required records are provided. GHA will keep a project box on site, including all the necessary up-to-date documentation in accordance with standard procedures and IDOT's Documentation of Contract Quantities guide.
6. If a field change or Authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions that may affect the budget. In addition, our documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
7. GHA will make observations of the utility marks provided by the J.U.L.I.E. system and address potential conflicts with the contractor.
8. GHA will schedule and moderate project progress meetings with the Village and Contractor(s) and provide attendees with a summary in the form of Minutes for their records.
9. GHA will coordinate with Village of Buffalo Grove staff for quality assurance testing for the HMA and concrete. Our subconsultant, Soils and Materials Consultants, will administer the quality assurance testing for the field and laboratory requirements regarding soils and aggregate quality. We will confirm and document that all the materials used on the site meet or exceed the quality requirements of the contract and IDOT-issued Project Procedures Guide.
10. GHA will perform daily traffic control inspections in addition to those required weekly and bi-monthly during night hours, and respectively submit deficient remarks to the Contractor with appropriate corrections requested.
11. GHA will provide National Pollutant Discharge Elimination System (NPDES) monitoring in compliance with the ILR10 permit and Designated Erosion Control Inspection (DECI) services, as necessary.
12. GHA will prepare monthly pay requests for the Village's review and provide the required documentation and correspondence for the Village of Buffalo Grove to submit to IDOT.
13. GHA will schedule a final walk-through upon project completion with the Village of Buffalo Grove representatives to generate a punch list of deficiencies.
14. GHA will keep current as-builts as the work is performed. We will annotate by hand all revisions, substitutions, variations, and omissions made or discovered during construction. Upon project completion, GHA will provide the Village of Buffalo Grove with hard copies and an electronic copy of the record drawing plan set.
15. GHA will coordinate contract closeout procedures with the Contractor and IDOT to ensure an expedient and productive closeout.

ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonal performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and t place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of t date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. T fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to t requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate t Agreement as provided for herein.

3. Client Information. Client shall provide GHA will all project criteria and full information for its Scope of Basic Services. GI may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultar contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. T provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when c shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such paym to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitatio attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of tl Agreement due to Client's breach The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of t project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, a all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instrume of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficienci errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Servic Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to t instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend a indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identifi in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims a damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include constructi administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, a waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GI shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the prin instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and t electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GI uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possil contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretatic of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for adc project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulatic applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completi of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to com with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client chang the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilit or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained fr visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or natu of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnish by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is sol responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agr GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unfores conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services o contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GI does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable constructi costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecti construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction mea methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, St and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erecto operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, constructi equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may r direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's constructi contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the wo or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all pri contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performar of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance poli Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contracto agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arisi out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions tl concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they a generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions a for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constit the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GH consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materia contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverifi information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts tl GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the rec drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions $50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranti either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all clai against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights a claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogati rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute sh be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GI mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessf litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law sh be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially complet Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GH owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by givi the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Cli shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

SOIL AND MATERIAL CONSULTANTS, INC.

Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

July 16, 2020
Proposal No. 18,465

Mr. Todd Gordon, P.E.
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60031

Re: Soil and Construction Material Testing
FAU 3260 & FAU 2060
Buffalo Grove, Illinois

Dear Mr. Gordon:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager and provide QA jobsite testing. IDOT is to provide QA plant testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of $12,210.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid Steinbach

Reid T. Steinbach, P.E.
Director of Engineering

Proposal Accepted By:

Client ______________________________

Street ______________________________

Town ____________________ State ________ Zip Code ___________

Phone (   ) ____________________ E-Mail Address ____________________

Signature ____________________ Position ____________________

Printed Name ____________________ Date ____________________

SOIL AND MATERIAL CONSULTANTS, INC. SCHEDULE OF FEES

Effective 1-1-20 BITUMINOUS CONCRETE

Service	Estimated Units		Fee			Cost
Field Testing						
Technician with Nuclear Gauge	40	hours	$ 86.00 344.00	/hour /day min.	$	3,440.00
Laboratory Testing						
Unit Weight – cores	50	each	$ 25.00	each	$	1,250.00
Engineering						
Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review	4	hours	$ 140.00	/hour	$	560.00
				Estimated Cost:	$	5,250.00

Estimates:

Item	Tons	Est. Contractor Working Days	Est. Days - 20% QA
HMA Surface, N50	7,075	7.0	2.0
HMA Binder, N50	6,463	6.0	1.5
Leveling Binder N50	1,826	2.0	0.5
Class D Patches	2,319	4.0	1.0
Total:	17,683	19.0	5.0

Billing Notes: Hourly Charges: Portal To Portal; Saturdays: Hourly Rate x 1.5; Weekdays over 8 hours/day: Hourly Rate x 1.5; Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC. — SCHEDULE OF FEES

Effective 1-1-20 — PORTLAND CEMENT CONCRETE

Service	Est. Work Units		Fee		Cost
Field Testing					
Technician - includes temperature, slump, air and cylinders	56	hours	$ 86.00 344.00	/hour /day min.	$ 4,816.00
Cylinder Pick-up	8	hours	$ 86.00	/hour	$ 688.00
Laboratory Testing					
Cylinder Compressive Strength	56	each	$ 16.00	each	$ 896.00
Engineering					
Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	4	hours	$ 140.00	/hour	$ 560.00
				Estimated Cost:	$ 6,960.00

Estimates:

Item	Quantity	CY	Est. Contractor Working Days	Est. Days - 20% QA	Cyls.
PCC Combined C & G	25,877 Ft.	1,437	11	2.5	20
PCC Sidewalk 5”	52,001 Ft²	802	12	3.0	24
PCC Pavement 6”	1,992 Yd²	332	6	1.5	12
Concrete Median 6”	71 Ft²	5	--	--	--
Total:		2,576	29	7.0	56

Billing Notes: Hourly Charges: Portal To Portal — Saturdays: Hourly Rate x 1.5
Weekdays over 8 hours/day: Hourly Rate x 1.5 — Sundays: Hourly Rate x 2.0

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to $100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

AVERAGE HOURLY PROJECT RATES

FIRM Soil and Material Consultants
PTB-ITEM# 1
PRIME/SUPPLEMENT 0

DATE 07/16/20
SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES Hours	% Part.	Wgtd Avg	Material Testing Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Asphalt Technician	86.00	40.0	35.71%	30.71	40	35.71%	30.71												
Concrete Technician	86.00	56.0	50.00%	43.00	56	50.00%	43.00												
Concrete Cylinder Pickup	86.00	8.0	7.14%	6.14	8	7.14%	6.14												
Senior Engineer	140.00	8.0	7.14%	10.00	8	7.14%	10.00												
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TOTALS		112.0	100%	$89.86	112.0	100.00%	$89.86	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM Soil and Material Consultants
PTB-ITEM # 1
PRIME/SUPPLEMENT 0

OVERHEAD RATE 0.00%
COMPLEXITY FACTOR 0

DATE 07/16/20

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Material Testing	112	10,064	-	2,146	-		-	12,210	100.00%
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			-	-		-		-	-	
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	Subconsultant DL					0			-	
	TOTALS	112	10,064	-	2,146	-	-	-	12,210	100.00%
			10,064							

DBE 0.00%

DO NOT ERASE

AVG page 1st Col

Attachment: GHA CS.109 Stage 2 - DRAFT BLR 05611 07.28.20 (R-2020-39 : Thompson & Brandywyn

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Mr. Anthony Quigley
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	Lake
Municipality	Buffalo Grove
Section	16-00106-02-RS
Route	Brandywyn & Thompson
Contract No.	61G70
Job No.	C-91-091-20
Project	PR6D(061)

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date ____________ Signature and Title (for the Local Public Agency) ____________

Lucas Deferville
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 17-12335.

Lucas has over 10 years experience in Construction Engineering, and he has served as field engineer for a variety of municipal, state, and private funded projects. He is responsible for managing all phases of the construction project including construction layout, construction observation, conformance with plans and specifications, schedule and budget adherence, materal inspection management, and extensive coordination between municipalities, residents, business owners, clients, and contractors. Lucas has a Bachelor of Science in Construction Management from Western Illinois University, 2005. Lucas has completed the following training courses: IDOT Documentation of Contract Quantities; IDOT Materials Management; IDOT ICORS Training; IDOT MISTIC Training; CPR and First Aid Certified; MUTCD Training; Certified Work Zone Safety Specialist Lake County Designated Erosion Control Inspector; and is eRailSafe Union Pacific/CN Railroad Workplace Safety Certified.

Date ____________ Signature of Applicant ____________ Senior Construction Engineer
Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved ____________ Date ____________ Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or othe Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency havinç jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a locε public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

Illinois Department of Transportation

Local Public Agency Construction Inspector

Mr. Anthony Quigley
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	Lake
Municipality	Buffalo Grove
Section	16-00106-02-RS
Route	Brandywyn & Thompson
Contract No.	61G70
Job No.	C-91-091-20
Project	PR6D(061)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify tha adequate instruction has been given this individual concerning the requirements of the contract, specifications an construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the prope procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contrac Quantities certification.

Approved ____________________ ____
Date Signature and Title of Resident Construction Supervisor

Lucas Deferville
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve a an inspector on this project.
For Consultants Employees: Documentation of Contract Quantities certificate number is 17-12335.
Lucas has over 10 years experience in Construction Engineering, and he has served as field engineer for a variety of municipal, state, and private funded projects. He is responsible for managing all phases of the construction project including construction layout, construction observation, conformance with plans and specifications, schedule and budget adherence, materal inspection management, and extensive coordination between municipalities, residents, business owners, clients, and contractors. Lucas has a Bachelor of Science in Construction Management from Western Illinois University, 2005. Lucas has completed the following training courses: IDOT Documentation of Contract Quantities; IDOT Materials Management; IDOT ICORS Training; IDOT MISTIC Training; CPR and First Aid Certified; MUTCD Training; Certified Work Zone Safety Specialist Lake County Designated Erosion Control Inspector; and is eRailSafe Union Pacific/CN Railroad Workplace Safety Certified.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve thi individual.

Approved ____________________ ____
Date Signature and Title of In Responsible Charge from BC-775

Instructions for Preparation of Form BC 776

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or othe Federal agency.

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

If a consultant is named on this form, the approved form will be included as an attachment to the construction engineering consultant agreement.

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

Ordinance No. O-2020-60 : An Ordinance Amending the Existing Incentive Agreement with Edward Hines Lumber Co. at 1000 Corporate Grove

Recommendation of Action

Staff recommends approval.

In 2000, the Village entered into a sales tax sharing agreement with Edward Hines Lumber Co. (Hines) at 1000 Corporate Grove Drive. This location serves as Hines' Corporate Headquarters, as well as a showroom. The original agreement was subsequently amended in 2003 and again in 2009. The current agreement is set to expire in November 2020. As a result, both staff and Hines are seeking the Village Board's approval for an amendment to extend the terms of the agreement for an additional 20 years.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Third Amendment to Agreement 8.11.20 (DOCX)
- Ordinance 2000-067 (PDF)
- Ordinance 2003-018 (PDF)
- Ordinance 2009-047 (PDF)

Trustee Liaison	Staff Contact
Smith	Chris Stilling, Community Development

Monday, August 17, 2020	

VILLAGE OF BUFFALO GROVE

DATE: August 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Third Amendment to the Incentive Agreement with Edward Hines Lumber Co. at 1000 Corporate Grove Drive

BACKGROUND

In 2000, the Village entered into a sales tax sharing agreement with Edward Hines Lumber Co. ("Hines") at 1000 Corporate Grove Drive. This location serves as Hines' Corporate Headquarters, as well as a showroom. The original agreement was subsequently amended in 2003 and again in 2009. The current agreement is set to expire in November 2020. As a result, both staff and Hines are seeking the Village Board's approval for an amendment to extend the terms of the agreement for an additional 20 years.

PROPOSED AMENDMENT

For the Board's consideration is a Third Amendment to the incentive agreement with Hines. As proposed, the amendment would extend the existing terms of the incentive agreement for an additional 20 years (November 1, 2040). The agreement requires the Village to rebate 60% of the total sales tax collected to Hines and the Village will retain 40%. This ratio of sales tax revenue sharing has been in place since 2009. The prior versions of the agreement had Hines receiving between 75%-80% of the total sales tax revenue collected.

All other terms and conditions of the prior amendments 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 Hines remains in the Village for the next 20 years

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance approving the Third Amendment to the incentive Agreement with Edward Hines Lumber Co. at 1000 Corporate Grove Drive.

8.11.20

Ordinance No. 2020 -

Third Amendment to the Agreement By and Between the Village of Buffalo Grove and Edward Hines Lumber Co. at 1000 Corporate Grove Drive

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, Edward Hines Lumber Co., an Illinois corporation, hereinafter referred to as "Hines", currently conducts its business at the property commonly known as 1000 Corporate Grove Drive, Buffalo Grove, Illinois; and

WHEREAS, the Village and Hines entered into an Agreement dated November 20, 2000 concerning Municipal Sales Tax (hereinafter referred to as the "Agreement"), which Agreement set forth the terms of the rebate of the Municipal Sales Tax revenues; and

WHEREAS, the Village and Hines entered into an Amendment to Agreement dated March 3, 2003 (the "First Amendment"); and

WHEREAS, the Village and Hines entered into an Amendment to Agreement dated July 28, 2009 (the "Second Amendment"), which is set to expire on November 1, 2020; and

WHEREAS, both Hines and the Village are desirous to extend the Agreement for an additional 20 years, in accordance to the terms and conditions outlined in the Third 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 Third Amendment to the Agreement between the Village of Buffalo Grove and Edward Hines Lumber, Co., 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: _________

NAYS: _________

ABSENT: _________

PASSED: _________

APPROVED: _________

ATTEST: APPROVED:

_______________________________ _______________________________

Village Clerk Beverly Sussman Village President

EXHIBIT A

Third Amendment to the Agreement By and Between the Village of Buffalo Grove and Edward Hines Lumber Co. at 1000 Corporate Grove Drive

August 11, 2020

Exhibit "A"

Amendment No. 3 To Agreement

This Amendment No. 3 to Agreement is made and entered into the _____ day of February, 2020 by and between the Village of Buffalo Grove, an Illinois Municipal Corporation, hereinafter referred to as the "Village" and Edward Hines Lumber Co., an Illinois corporation, hereinafter referred to as "Hines", and

Whereas, the Village and Hines have entered into an Agreement dated November 20, 2000 concerning Municipal Sales Tax (hereinafter referred to as the "Agreement"),

Whereas, the Village and Hines entered into an Amendment to Agreement dated March 3, 2003 (the "First Amendment"),

Whereas, the Village and Hines entered into an Amendment to Agreement dated July 28, 2009 (the "Second Amendment"),

Now, Therefore, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Village and Hines agree that Section 3 of the Agreement (as amended by the First Amendment and the Second Amendment), Section 6 of the Agreement, and Section 8 of the Agreement (as amended by the First Amendment and the Second Amendment) are amended and restated to read as follows,

3. **Sales Tax Payment:** The Village agrees, warrants and guarantees to pay Hines Municipal Sales Tax generated by Hines to be calculated as follows:

Beginning in November 2020 and throughout the Term, as defined herein, the Village and Hines shall distribute on a monthly basis the Municipal Sales Tax resulting from taxable Credit Sales at the Property and received by the Village in the following amounts: 60% of the total Municipal Sales Tax to Hines and 40% of the total Municipal Sales Tax to the Village.

6. **Creation and Approval of Single Order-Acceptance Point:**

E. The parties recognize that the State of Illinois has expanded its requirement of the "single-order acceptance point" in the sourcing of retailers' occupation tax as described in 86 Ill. Admin. Reg. 270.115 effective June 25, 2014. 86 Ill. Admin. Reg. 270.115(c)(2) provides in relevant part that "[a] retailer engaging in three or more primary selling activities in one location in the State after a particular sale shall remit the retailers' occupation tax imposed by the taxing bodies with authority to impose retailers' occupation tax on those engaged in the business of selling in that location." 86 Ill. Admin. Reg. 270.115(c)(2).

F. Hines represents that its sales attributable to the Village meet the requirements of 86 Ill. Admin. Reg. 270.115 as such sales have at least three primary sales tax sourcing factors located in the Village. Such factors include: (1) the location of Hines' headquarters; (2) the location where payment is tendered and received or from which invoices are issued with respect to each sale; and (3) the location where Hines takes action that binds it to the sale by order acceptance of purchase orders.

G. Hines represents that sales attributable to the Village do not have any other Illinois locations that have more than two primary factors described in 86 Ill. Admin. Reg. 270.115.

H. Hines represents that during the term of the Agreement, it will have at least three factors under 86 Ill. Admin. Reg. 270.115 in the Village on sales attributable to the Village. Hines represents that it will immediately inform the Village if there is any change to its business operations which impact the primary factors attributable to sales reported to be in the Village to allow the Village to determine the validity of the Agreement pursuant to 86 Ill. Admin. Reg. 270.115. However, this subsection does not relieve Hines from its obligation to determine that it alone is responsible for maintaining the proper sourcing of sales reported to the State of Illinois as occurring in the Village.

8. **Term of Agreement:**

A. This Agreement shall be in full force and effect for a term of twenty (20) years ("Term"), starting on November 1, 2020, provided the Village's obligation to make any payments pursuant to this Agreement, shall survive until fully discharged.

B. During the Term, Hines shall not make any changes to its operations in the Village with regards to its Credit Sales which would change the location of such sales to a location outside of the Village. If Hines makes such a change to its operations, the Village may terminate this Agreement upon prior written notice to Hines.

C. If the State of Illinois changes its sourcing methodology for retailers' occupation tax and Credit Sales made by Hines are no longer allocated to the Village, the Village may terminate this Agreement upon prior written notice to Hines.

[SIGNATURES APPEAR ON THE NEXT PAGE]

In Witness, hereof, the parties have executed this Amendment to Agreement as of the date first above written.

Village of Buffalo Grove

____
Village President

Attest:

____
Village Clerk

Edward Hines Lumber Co.

____
Vice President-CFO

Attest:

____
Title:

ORDINANCE NO. 2000-__67__

AN ORDINANCE APPROVING AN AGREEMENT WITH EDWARD HINES LUMBER CO.

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

WHEREAS;, Edward Hines Lumber Co ("Hines") has located its single order-acceptance for credit sales at its corporate headquarters in the Village of Buffalo Grove; and

WHEREAS, as a result, the efficient and effective use of commercial property will occur which will increase the Village's tax base and increase employment opportunities in the Village, and in furtherance of this, the Village is willing to grant certain incentives to Hines.

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 Whereas clauses are hereby incorporated herein.

Section 2. The Village President and Village Clerk are hereby authorized to execute the Agreement between the Village of Buffalo Grove and Edward Hines Lumber Co., 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 and approval. This Ordinance shall not be codified.

AYES: 4 - Marienthal, Braiman, Glober, Berman

NAYES: 0 - None

ABSENT: 2 - Heinrich, Johnson

PASSED: November 20, 2000.

APPROVED: November 20, 2000.

APPROVED:

Elliott Hartstein

Village President

ATTEST:

Janet M. Sirabian

Village Clerk

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _________, 2000, by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and EDWARD HINES LUMBER CO., an Illinois corporation (hereinafter referred to as "Hines").

Recitals

WHEREAS, Hines sells lumber and other building materials in Illinois primarily on a credit basis;

WHEREAS, Hines has several warehousing facilities and other business locations in cities throughout Northern Illinois;

WHEREAS, Hines recently moved its Corporate Headquarters to Buffalo Grove, Lake County, Illinois;

WHEREAS, Hines could increase its competitiveness in the marketplace by establishing a single order-acceptance point for all Credit Sales if Hines and the municipality, where the single order-acceptance point is located, enter into a municipal sales tax incentive agreement;

WHEREAS, in order to induce Hines to make its Corporate Headquarters its single order-acceptance point for Credit Sales, the Village will make payment to Hines of a portion of the municipal component of the sales tax revenue generated by Hines from credit sales as provided in this Agreement;

WHEREAS, the entire sales tax rate applicable to credit sales within the Village is 7%, the Village's total portion of which is 1.5%; the home-rule portion of the Village's portion of the sales tax rate is 0.5%;

WHEREAS, the Village desires to foster an efficient and effective use of the Corporate Headquarters that will increase the Village's sales tax base and increase employment opportunities in the Village, and in furtherance thereof, the Village is willing to grant certain incentives to Hines subject to the terms and conditions set forth herein;

WHEREAS, Hines believes that this Agreement is in its best interest as it will achieve cost efficiencies by centralizing sales and credit functions, which will improve its competitiveness in the marketplace;

WHEREAS, the parties hereto acknowledge, and Hines represents and warrants that Hines would not maintain its single order-acceptance point in the Village but for the economic incentives to be given by the Village pursuant to this Agreement;

WHEREAS, the Village, as a Home Rule unit of government, may exercise any power and perform any function pertaining to its government and affairs pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois, and pursuant to Section 10 of Article VII, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or ordinance;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Village and Hines agree as follows:

1. **Incorporation of Recitals**: The Recitals heretofore set forth are incorporated herein and made a part of hereof and shall constitute findings of fact made by the Village with respect to the designation of Hines' Corporate Headquarters as its single order-acceptance point for Credit Sales.

2. **Definitions**: Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

A. ***"Commencement Date"***: November 1, 2000, which represents the date upon which Hines established its Corporate Headquarters as the single order-acceptance point for all credit sales with shipping locations within the State of Illinois.

B. ***"Corporate Headquarters"***: 1000 Corporate Grove Drive, Buffalo Grove, Illinois or any address within the Village.

C. ***"Credit Sales"***: Disposition of lumber or other building materials or products sold by Hines to customers on a deferred-payment basis.

D. ***"Edward Hines Lumber Co."***: The Illinois corporation, its wholly-owned subsidiaries and joint ventures where Hines performs billing functions.

E. ***"First Sales Tax Year"***: 2001

F. ***"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, 35 ILCS 120/1.

G. ***"Municipal Sales Tax"***: That portion or component of the Sales Tax generated from the Property that the Village actually receives from the State of Illinois pursuant to the Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Service Use Tax Act, the Use Tax Act, and the Village's Home Rule Sales Tax Ordinance.

H. ***"Payment Period"***: Taxable year as defined by the State of Illinois Department of Revenue (hereinafter referred to as "IDOR"), unless otherwise provided.

I. ***"Property"***: The Corporate Headquarters currently located in the Village of Buffalo Grove

J. ***"Sales Tax"***: Any and all taxes imposed and collected by the State of Illinois pursuant to the Retailers' Occupation Tax Act, the Service Occupation Tax Act, Service Use Tax Act, the Use Tax Act, and the Village's Home Rule Sales Tax Ordinance.

K. ***"Sales Tax Payment"***: The payment to Hines of a portion of the Municipal Sales Tax that the Village as required pursuant to Paragraph 3 of this Agreement.

L. ***"Sales Tax Year"***: The period of time from January 1st of one year to and including December 31st of the same year.

3. **Sales Tax Payment**: The Village agrees, warrants and guarantees to pay Hines Municipal Sales Tax generated by Hines to be calculated as follows:

Beginning with the first month of the First Sales Tax Year, which represents Sales Tax generated during November, 2000 and throughout the Term, as defined herein, the Village and Hines shall distribute on a monthly basis the Municipal Sales Tax resulting from taxable Credit Sales with single order-acceptance at the Property and received by the Village in the following amounts: 80% of the total Municipal Sales Tax to Hines; and 20% of the total Municipal Sales Tax to the Village.

4. **Forms and Reporting Requirements**: Throughout the Term, as defined herein, Hines shall cause to be timely delivered to IDOR Forms ST-1 and ST-2 (the "Forms"), or any form that replace or supplement same and shall deliver copies of same to the Village. The forms provided shall detail the amount of Sales Tax collected and paid to IDOR as well as taxable gross receipts for the Property. Hines and the Village shall keep all Sales Tax information confidential except where disclosure of such information is required by law.

5. **Calculation and Payment of Sales Tax Payment**: The calculation and payment of the Sales Tax Payment shall be as follows:

A. The Village shall calculate in good faith the amount of the Sales Tax Payment applicable for each month during the Initial Term and any Renewal Terms, as defined herein, and shall submit those calculations to Hines within ten (10) business days after the Village's receipt of the Forms.

B. Payment of the Sales Tax Payment shall be monthly.

1. Within thirty (30) calendar days after the Village has received the latter of: (a) payments of Municipal Sales Tax from the State of Illinois or (b) the Forms, the Village shall forward to Hines the Sales Tax Payment for the given month.

2. The Sales Tax Payment shall be payable solely from the Municipal Sales Tax amounts actually received by the Village from the State of Illinois.

3. If for any reason the State of Illinois fails to distribute all of the Municipal Sales Tax to the Village within thirty (30) calendar days of the close of any monthly period, the Village shall provide written notification of same to Hines and the Village shall make the required monthly Sales Tax Payment to Hines within thirty (30) calendar days after all required amounts have been received by the Village.

6. **Creation and Approval of Single Order-Acceptance Point:**

A. As of the Commencement Date, Hines has taken the internal corporate measures necessary to establish its Corporate Headquarters as the single order-acceptance point for all Credit Sales with shipping locations within the State of Illinois and has requested a General Information Letter (the "GIL") from IDOR seeking its concurrence with Hines' analysis that single order-acceptance takes place within the Village.

B. The parties agree that all Municipal Sales Tax amounts shall be held by the Village in an interest-bearing escrow account, with 80% of all interest accrued to belong to Hines and 20% to the Village, until IDOR's issuance of the GIL and a Private Letter Ruling ("PLR"), each substantially concurring with Hines' analysis that order-acceptance takes place within the Village.

C. Upon receipt of the GIL, Hines will request a Private Letter Ruling from IDOR which confirms that under the facts as stated in the GIL, the order-acceptance point is the Corporate Headquarters.

D. As long as the single order-acceptance point is within the Village, as determined by IDOR, then the Village's Home Rule Municipal Sales Tax rate shall apply to all Credit Sales generated by Hines with delivery locations within the State of Illinois.

7. **Increase in Sales Tax Rate**:

A. This Agreement is conditioned upon existing law which currently provides for, and allows the Village to collect, Municipal Sales Tax and allows the Village to impose a Home Rule Sales Tax.

B. This Agreement shall in no way restrict or prohibit the Village from eliminating or amending its Home Rule Sales Tax Ordinance.

C. In the event that the Village increases its current Home Rule Sales Tax of 0.5%, during the Term, by 0.25% or less, then Hines shall receive the entire incremental increase in the Home Rule Sales Tax.

D. In the event that the Village increases its current Home Rule Sales Tax of 0.5%, during the Term, by more than 0.25%, including increases that combined are more than 0.25%, Hines shall have the right to select one of the following at its sole discretion:

i. Terminate this Agreement by written notice to the Village within one-hundred and eighty (180) days after implementation of said increase; or

ii. Receive 80% of the incremental increase in the Home Rule Sales Tax.

E. In the event that Lake County's current Sales Tax of 0.25% is increased during the Term, Hines shall have the right to terminate this Agreement by written notice to the Village within one-hundred and eighty (180) days after implementation of said increase;

F. In the event that the Regional Transportation Agency 's ("RTA") current Sales Tax of .25% is increased during the Term, and said increase applies exclusively to Lake County, Hines shall have the right to terminate this Agreement by written notice to the Village within one hundred and eighty (180) days after the implementation of said increase.

8. **Term of Agreement**:

A. This Agreement shall be in full force and effect for a term of ten (10) years, starting on the Commencement Date (the "Initial Term"), provided the Village's obligation to make any payments pursuant to this Agreement, that accrued during the Initial Term and any Renewal Terms, as defined in Paragraph 8.B. but remain unpaid at the termination date, shall survive until fully discharged.

B. This Agreement will be automatically renewed for two (2) additional terms of five (5) years each (each a "Renewal Term")(the Initial Term and any Renewal Terms shall be referred to collectively as the "Term"), unless either party provides the other party written notice not to renew not less than one hundred and eighty (180) days prior to the expiration of the Initial Term or any Renewal Term.

C. During the Term, Hines shall not relocate its single order-acceptance point to outside the Village, unless maintaining its single order-acceptance point within the Village would be a violation or contravention of any case, decision or determination of any state or federal court, agency or entity, or maintaining its order-acceptance point in the Village would subject Hines to penalties or fines of any kind levied or rendered by any state or federal court, agency or entity, or unless required to do so pursuant to any state or federal court, agency or entity, in which case Hines shall have the unilateral right, upon prior written notice to the Village, to terminate this Agreement.

9. **Exclusive Agreement:** During the Term, Hines agrees not to enter into any other municipal sales tax revenue sharing agreements with other municipalities.

10. **Default**: The occurrence of any one of the following shall constitute a default by the respective parties:

A. Hines shall be considered in default of this Agreement for:

1. Failure to comply with any material term, provision or condition of this Agreement; or

2. Materially misrepresenting or warranting in bad faith any information contained in this Agreement; or

3. Filing a petition for a Chapter 7 bankruptcy or be adjudicated as bankrupt under Chapter 7 of the U.S. Bankruptcy Code; or

4. Making a general assignment for the benefit of creditors or to an agent authorized to liquidate its improvements on the Subject Property, provided that, as a result of such acts, Hines ceases operations and closes its operations for more than sixty (60) consecutive days.

B. The Village shall be considered in default of this Agreement for:

1. Failure to make complete and timely payment to Hines on the terms herein provided; or

2. Failure to comply with any material term, provision or condition of this Agreement.

11. **Notice and Cure**: Before taking any action pursuant to Paragraph 10 of this Agreement, a party shall first provide written notice to the other party of the breach or alleged breach of this Agreement which

would be the basis for same, and allow a period of thirty (30) days for the curing of said breach or alleged breach.

12. **Remedies**: Subject to the requirements of Paragraph 11 of this Agreement, the non-defaulting party may, at its option, terminate this Agreement by written notice forwarded to the defaulting party after any applicable cure period shall have expired; or may continue to respect and abide by the terms of this Agreement, and may by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, elect to enforce or compel the performance of this Agreement. The exercise of one or more of said rights or remedies shall not impair a party's right to exercise any other right or remedy provided for in this Agreement, or by law.

13. **Notices**: All notices required or desired to be given hereunder shall be deemed given if and when delivered personally, or on the next business day after being deposited with a national overnight courier service, or on the next business day after being deposited in the United States certified or registered mail, return receipt requested, postage pre-paid, or upon receipt of a facsimile transmission with a confirmation delivered by regular mail, addressed to the party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

TO THE VILLAGE:	TO HINES:	COPY TO:
Village of Buffalo Grove Attn: Director of Finance 50 Raupp Blvd. Buffalo Grove, IL 60089	Steven T. Svendsen, CFO Edward Hines Lumber Co. 1000 Corporate Grove Drive Buffalo Grove, IL 60089-4550	John L. Eisel, Esq. Wildman, Harrold, Allen & Dixon 225 W. Wacker Drive Chicago, IL 60606-1229 William G. Raysa Raysa & Skelton, P.C. 1140 Lake Street, Ste. 400 Oak Park, IL 60301

14. **Indemnity**: Hines shall and hereby agrees to defend, hold harmless and indemnify the Village, its President, Trustees, employees, agents and attorneys from and against any and all claims, demands, suits, damages, liabilities, losses, expenses, and judgments which may arise out of the establishment of a single order-acceptance point within the Village or this Agreement. The obligation of Hines 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. Hines 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 therefor. In any suit or proceeding brought hereunder, the Village shall have the right to appoint counsel of its own choosing to represent it.

15. **Assignment**: Hines may not assign this Agreement or the amounts, in whole or part, to be reimbursed hereunder without the Village's prior written consent, which consent shall not be unreasonably withheld. The Village acknowledges that this Agreement is an obligation which runs to Hines and is not a covenant running with the land.

16. **Third Party Beneficiaries:** The Village and Hines agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third party beneficiaries. No third parties shall have any rights or claims against the Village arising from this Agreement.

17. **Inspection of Books and Records:** Upon prior written notice to Hines, and at a place and time that is mutually beneficial to both parties, the Village shall have the right to inspect and review those books and records which are directly related to establishing Credit Sales for any Sales Tax Year or portion thereof.

18. **Severability**: The invalidity of any paragraph or subparagraph of this Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified by such court.

19. **Governing Law**: This Agreement shall be deemed to have been executed, delivered and accepted in the State of Illinois and shall be construed pursuant to and in accordance with the laws of the State of Illinois.

20. **Entirety of Agreement**: This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations, warranties or understanding, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless by like instrument.

21. **Binding Effect**: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

22. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VILLAGE OF BUFFALO GROVE

By: Elliott Hartstein
Village President

ATTEST:

Janet M. Sirabian
Village Clerk

ORDINANCE NO. 2003- 18

AN ORDINANCE AMENDING AN AGREEMENT WITH EDWARD HINES LUMBER CO.

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

WHEREAS, the Village of Buffalo Grove ("Village") and Edward Hines Lumber Co. ("Hines") are parties to an Agreement dated the 20th day of November 2000 for the purpose of granting certain incentives to locate its single order-acceptance point for corporate credit sales at its corporate offices located in the Village; and

WHEREAS, both the Village and Hines desire to amend certain sections of that Agreement as identified on the attached Amendment to Agreement to be dated as of the 3rd day of March, 2003.

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 Whereas clauses are hereby incorporated herein.

Section 2. The Village President and Village Clerk are hereby authorized to execute the Amendment to Agreement between the Village of Buffalo Grove and Edward Hines Lumber Co., 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 and approval. This Ordinance shall not be codified.

AYES: 6 - Braiman, Glover, Berman, Johnson, Kahn, Trilling

NAYES: 0 - None

ABSENT: 0 - None

PASSED: March 3, 2003.

APPROVED: March 3, 2003.

APPROVED:

Elliott Hartstein

Village President

ATTEST:

Janet M. Sirabian

Village Clerk

EXHIBIT A

Amendment To Agreement

This Amendment to Agreement is made and entered into the 3rd day of March, 2003 by and between the Village of Buffalo Grove, an Illinois Municipal Corporation, hereinafter referred to as the "Village" and Edward Hines Lumber Co., an Illinois corporation, hereinafter referred to as "Hines", and

Whereas, the Village and Hines have entered into an Agreement dated November 20, 2000 concerning Municipal Sales Tax (hereinafter referred to as the "Agreement")

Now, Therefore, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Village and Hines agree that Sections 3., 5.A., 7.C. and 8.A. of the Agreement are amended to read as follows and that Sections 7.D.E.F. and 8.B. are deleted from the Agreement.

3. **Sales Tax Payment:** The Village agrees, warrants and guarantees to pay Hines Municipal Sales Tax generated by Hines to be calculated as follows:

Beginning with the first month of the First Sales Tax Year, which represents Sales Tax generated during November 2000 and throughout the Term, as defined herein, the Village and Hines shall distribute on a monthly basis the Municipal Sales Tax resulting from taxable Credit Sales with single order-acceptance at the Property and received by the Village in the following amounts: For the First Sales Tax Year through calendar 2010, 80% of the total Municipal Sales Tax to Hines; and 20% of the total Municipal Sales Tax to the Village. For calendar 2011 through 2020, 75% of the total Municipal Sales Tax to Hines; and 25% of the total Municipal Sales Tax to the Village.

Notwithstanding the foregoing, the minimum Municipal Sales Tax to be retained by the Village shall be no less than $450,000 annually effective as of the Third Sales Tax Year through calendar 2010 and no less than $500,000 annually beginning with calendar 2011 through 2020 (the "Hines Guaranty"). Should the Municipal Sales Tax retained by the Village fall below the minimum so noted, the Village shall document the difference and invoice Hines for said amount, which shall be paid within thirty (30) days of receipt. The Hines Guaranty shall remain in effect only as long as: (1) this Agreement remains in full force and effect and does not violate any existing or future law, ordinance, ruling or regulation and (2) Hines is not prevented or restricted from placing Credit Sales through the Village and the Village is not prevented or restricted from remitting Municipal Sales Tax to Hines as provided in this Agreement by any law, ordinance, ruling or regulation.

5. **Calculation and Payment of Sales Tax Payment:** The calculation and payment of the Sales Tax Payment shall be as follows:

A. The Village shall calculate in good faith the amount of the Sales Tax Payment applicable for each month during the Term of this Agreement and shall submit those calculations to Hines within ten (10) business days after the Village's receipt of the Forms.

7. **Increase in Sales Tax Rate:**

C. In the event that the Village increases its current Home Rule Sales Tax of 0.5% during the Term, such additional Home Rule Sales Tax will be distributed to Hines in the same manner as set forth in Section 3 of this Agreement.

8. **Term of Agreement:**

A. This Agreement shall be in full force and effect for a term of twenty (20) years ("Term"), starting on the Commencement Date, provided the Village's obligation to make any payments pursuant to this Agreement, shall survive until fully discharged.

In Witness, whereof, the parties have executed this Amendment to Agreement as of the date first above written.

Village of Buffalo Grove

Elliott Hartstein

Village President

Attest:

Janet M. Sirabian

Village Clerk

Edward Hines Lumber Co.

Steven Snenter

Vice President-CFO

Attest:

Title: CORPORATE COUNSEL

ACKNOWLEDGEMENT:

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on the 10th day of March, 2003 by Steven T. Svendsen, the Vice President, CFO of Edward Hines Lumber Co., an Illinois corporation and by Hy Addison, Corporate Counsel of said corporation.

OFFICIAL SEAL
ANITA K JASZKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/28/04

Anita K. Jaszka
Notary Public

SEAL:

My Commission expires: April 28, 2004

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on the 7 day of March, 2003 by Elliott Hartstein, the Village President of the Village of Buffalo Grove Co., and Illinois municipal corporation and by Janet Sirabian, Village Clerk of said municipal corporation.

"OFFICIAL SEAL"
ROBERTA FREED
Notary Public, State of Illinois
My Commission Expires 01/25/04

Roberta Freed
Notary Public

SEAL:

My Commission expires: 1/25/04

ORDINANCE NO. 2009-_47____

AN ORDINANCE APPROVING AN AMENDMENT No. 2 TO AN AGREEMENT WITH EDWARD HINES LUMBER CO.

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

WHEREAS, the Village of Buffalo Grove ("Village") and Edward Hines Lumber Co. ("Hines") are parties to an Agreement dated the 20th day of November 2000 ("Agreement") for the purpose of granting certain incentives to locate its single order-acceptance point for corporate credit sales at its corporate offices located in the Village; and

WHEREAS, the Agreement was approved by Village Ordinance No. 2000-67, and

WHEREAS, both the Village and Hines amended the Agreement in certain respects by means of an Amendment To Agreement dated March 3, 2003, which was approved by Village Ordinance No. 2003-18 ("First Amendment"), and

WHEREAS, both the Village and Hines desire to amend the Agreement as amended by the First Amendment, which Amendment No. 2 to the Agreement is attached hereto..

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 Whereas clauses are hereby incorporated herein.

Section 2. The Village President and Village Clerk are hereby authorized to execute the Amendment No. 2 to the Agreement between the Village of Buffalo Grove and Edward Hines Lumber Co., 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 and approval. This Ordinance shall not be codified.

AYES: 6 – Braiman, Glover, Berman, Trilling, Stone, Sussman

NAYES: 0 - None

ABSENT: 0 – None

PASSED: August 3, 2009

APPROVED: August 3, 2009

APPROVED:

Elliott Hartstein

Village President

ATTEST:

Janet M. Sirabian

Village Clerk

July 28, 2009 **Exhibit "A"**

Amendment No. 2 To Agreement

This Amendment No. 2 to Agreement is made and entered into the 20th day of July, 2009 by and between the Village of Buffalo Grove, an Illinois Municipal Corporation, hereinafter referred to as the "Village" and Edward Hines Lumber Co., an Illinois corporation, hereinafter referred to as "Hines", and

Whereas, the Village and Hines have entered into an Agreement dated November 20, 2000 concerning Municipal Sales Tax (hereinafter referred to as the "Agreement"),

Whereas, the Village and Hines entered into an Amendment to Agreement dated March 3, 2003 (the "First Amendment"),

Now, Therefore, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Village and Hines agree that Section 3 of the Agreement (as amended by the First Amendment) and Section 8(c) are amended and restated to read as follows,

3. **Sales Tax Payment**: The Village agrees, warrants and guarantees to pay Hines Municipal Sales Tax generated by Hines to be calculated as follows:

Beginning with August 2009, which represents Sales Tax generated during July 2009 and throughout the Term, as defined herein, the Village and Hines shall distribute on a monthly basis the Municipal Sales Tax resulting from taxable Credit Sales with single order-acceptance at the Property and received by the Village in the following amount for the remainder of the Term: 60% of the total Municipal Sales Tax to Hines and 40% of the total Municipal Sales Tax to the Village.

8. **Terms of Agreement**.

(c) During the Term, Hines shall maintain a single order-acceptance point policy for all Credit Sales and shall not relocate its single order-acceptance point to outside the Village, unless maintaining its single order-acceptance point within the Village would be a violation or contravention of any case, decision or determination of any state or federal court, agency or entity, or maintaining its order-acceptance point in the Village would subject Hines to penalties or fines of any kind levied or rendered by any state or federal court, agency or entity, or unless required to do so pursuant to any state or federal court, agency or entity, in which case Hines shall have the unilateral right, upon prior written notice to the Village, to terminate this Agreement.

In Witness, whereof, the parties have executed this Amendment to Agreement as of the date first above written.

Village of Buffalo Grove

Village President

Attest:

Village Clerk

Edward Hines Lumber Co.

Vice President-CFO

Attest:

Title: President

ACKNOWLEDGEMENT:

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on the 18th day of August, 2009 by Steven T. Svendsen, the Vice President, CFO of Edward Hines Lumber Co., an Illinois corporation and by Gerald R. Wille, President of said corporation.

Anita K. Jaszka
Notary Public

SEAL: OFFICIAL SEAL ANITA K JASZKA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/28/12

My Commission expires: 4/28/2012

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on the___day of ________________, 2009 by Elliott Hartstein, the Village President of the Village of Buffalo Grove Co., and Illinois municipal corporation and by Janet Sirabian, Village Clerk of said municipal corporation.

Roberta Freed
Notary Public

SEAL: "OFFICIAL SEAL" ROBERTA FREED COMMISSION EXPIRES: 01/25/12

My Commission expires: 1/25/12

Resolution No. R-2020-40 : Resolution for Apple Hill/Tenerife Contingency Use

Recommendation of Action

Staff recommends approval.

Staff recommends the use of the contingency in the awarded contract to Arrow Road Construction in the amount of $62,093.31 for the purchase of truncated domes. These domes are the requirement of the American's with Disabilities Act and other Federal requirements for any project that improves the roadway. The domes will be used on improvements scheduled from 2020 to 2022.

ATTACHMENTS:

- Arrow Contingency Memo R3 (DOCX)
- Contingency Resolution (DOCX)
- Buffalo Grove DWPs - Quote_2020-07-08 12-22-37 (PDF)
- Village Of Buffalo Grove - DWP (PDF)

Trustee Liaison	**Staff Contact**
Stein	Darren Monico, Public Works

Monday, August 17, 2020	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 12, 2020

TO: Jennifer Maltas, Deputy Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: 2020 Apple Hill/Tenerife Street Improvements Contingency Use

The 2020 Apple Hill/Tenerife Street Improvements was awarded with a contingency in the amount of $62,093.31 for the Village's use and control. The improvements are projected to finish near the as bid amount, making this contingency available. Therefore, staff is proposing to use the previously approved contingency amount for a different part of the Infrastructure Maintenance Program and seeks Board approval for this purchase as explained below. The purchase will be included as part of the existing Arrow Road contract for the Apple Hill/Tenerife project.

During the 2020 Infrastructure Modernization Program projects staff identified that the required truncated dome panels, which are from only two suppliers, were causing project delays due to extended manufacture and delivery periods. Staff estimated how many panels would be needed for the remainder of the Infrastructure Modernization Program projects and received quotes from both suppliers. East Jordan presented a lower quote that Neenah Foundry in the amount of $64,800.00. Purchase and stocking of these materials by the Village allows future project schedules to not be impacted by these materials.

Staff has recommended that the Village Board allow for the contingency to be used for this purchase, through Arrow Road to expedite the credit application and ordering process. This contingency is from the Bond funds and the panels will continue to be used on other Bond fund projects.

RESOLUTION NO. 2020 –
A RESOLUTION RATIFING AN AGREEMENT FOR
USE OF THE APPLE HILL/TENERIFE PROJECT CONTINGENCY UTILIZATION

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove desire to ratify the agreement of contingency use, and

WHEREAS, the implementation of this purchase will result in required supplies being in stock for Village use, and

WHEREAS, Arrow Road Construction Company will make the material purchase through their contract on the Village's behalf, and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, that the Village Manager is hereby authorized and directed, pending final approval and review by the Village Attorney, to purchase truncated domes from East Jordan Iron Works.

AYES:____

NAYES:_______________________________________

ABSENT:______________________________________

PASSED: ____________________, 2020

APPROVED:____________________ , 2020

APPROVED:

Village President ________________________

ATTEST:

Village Clerk____________________________

Quotation

ejco.com
800 626 4653

Account Name	Village of Buffalo Grove
Ship to	50 Raupp Blvd., Buffalo Grove, IL, US, 60090
Bill to	50 Raupp Blvd., Buffalo Grove, IL, US, 60090
Full Name	Kyle Johnson PE
Business Phone	(847) 459-2500
Email	kjohnson@vbg.org
Business Fax	(847) 537-5845
Close Date	8/31/2020

Quote Number	00363816
Quote Name	Buffalo Grove DWPs
Created Date	7/6/2020
Expiration Date	8/5/2020
Prepared by	Paul Thibaudeau
Email	paul.thibaudeau@ejco.com
Phone	8157401640
Fax	

Quantity	Product N°	Description	Notes		Sales Price (USD)	Total Price (USD)
300	00700582P01	24" x 24" DURALAST Detectable Warning Plate Powder Coated Brick Red			103.00	30900.00
300	00700723P01	24" x 30" DURALAST Detectable Warning Plate Powder Coated Brick Red			113.00	33900.00

Subtotal	64800.00 USD
Grand Total	64800.00 USD

Notes and Comments

QUOTATION - EJ USA, Inc. Terms and Conditions apply, which are located at http://r.ejco.com/ustc. Material takeoff quantities not guaranteed. Price subject to change.

QUOTATION
Q00028460

NEENAH FOUNDRY Since 1872

VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD
BUFFALO GROVE, IL 60089
US

2121 Brooks Avenue
Neenah, WI 54956
PHONE: (312) 515-1052 | FAX:
jeff.kegermann@neenahenterprises.com

Attn:	Kyle Johnson	**Date:**	Jul 15, 2020
Phone:	(847) 459-2545	**Job Name:**	Village Of Buffalo Grove DWP
Mobile Phone:	847-459-2523	**Job Location:**	Buffalo Grove
Email:	kjohnson@vbg.org	**Bid Date:**	

We are pleased to submit the following quotation in accordance with your request.

Line	Quantity	Catalog	Description	Sales Price	Total Price
1	400 EA	4984-24Q	**R-4984-24Q 2X2 DWP BRICK RED** DET.WARN.PLATE--TYPE-N--REGULAR SEAT--GI CLASS 30A--1/2 INCH BRAILLE DESIGN SURFACE, BRICK RED--'NEENAH FOUNDRY COMPANY' 'MADE IN USA'	$80.00	$32,000.00
2	200 EA	4984-36Q	**R-4984-36Q 2X3 DWP BRICK RED** DET.WARN.PLATE--TYPE-N--REGULAR SEAT--GI CLASS 30A--1/2 IN., BRAILLE SURFACE,LTRD.'CLASS 30A' IN DRAG,BRICK RED--'NEENAH FOUNDRY COMPANY', 'MADE IN USA'	$190.00	$38,000.00

Quotation Comments:
CONTRACTOR TO VERIFY ALL TYPES QUANTITIES AND LETTERING BEFORE ORDERING

600 UNITS DELIVERED IN ONE LOAD

TOTAL ESTIMATED WEIGHT: 42,600 lbs
(Excluding Skids)

TOTAL QUOTATION VALUE: $70,000.00
(Freight Included)

TERMS & CONDITIONS

Neenah Foundry Terms & Conditions apply and are available upon request. Castings furnished unpainted. Quantities are approximate, changes could alter unit prices. Estimated Shipping & Handling based on above quantities shipping in one complete shipment. Any order submitted pursuant to this quotation shall not result in a contract until it is accepted and acknowledged in writing by Neenah Foundry Company (SELLER).

Prices are valid on orders entered within 30 days from date of quotation, with shipment at earliest availability. All orders are subject to review of buyer's credit status. Standard terms for qualified customers are Net 30 Days. Prices do not include tax. If tax exempt, please provide a sales tax exemption certificate at time of order or any applicable tax will be charged.

FOB Origin - Freight Included

NEENAH FOUNDRY COMPANY

BY ______________________

Jeff Kegermann
Outside Sales

Resolution No. R-2020-41 : Consideration for Trustees to Approve a Recreation Lease with ComEd for the Village's Bike Path System

Recommendation of Action

Staff Recommends Approval

ComEd has previously approved Village bike paths within ComEd Parcels by a recreational lease. This resolution renews this recreational lease for a Village bike path near the Park District Dog Park.

ATTACHMENTS:

- Recreational Lease Memo (DOCX)
- Recreational Lease Resolution 2020-0721 (DOCX)
- ComEd Lease (PDF)
- Parcel map 267-286 (PDF)

Trustee Liaison	Staff Contact
Stein	Darren Monico, Public Works

Monday, August 17, 2020	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: July 21, 2020

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: ComEd Recreational Lease Renewal

The Village has a bike path on several ComEd owned properties that are allowed via five separate recreational leases across the Village. Staff has been working with ComEd to update this specific agreement (T32-265 to T32-273) that has a Village bike path on several ComEd parcels located near the Park District Dog Park. This lease will have a twenty year length which is typical for these recreational leases.

RESOLUTION 2020-____

A RESOLUTION APPROVING THE COMMONWEALTH EDISON RECREATIONAL LEASE FOR A BIKE PATH

WHEREAS, a lease from Commonwealth Edison is required to properly accommodate the Village's bike path system; and

WHEREAS, the Village is required to approve the recreational lease with ComEd to give permission for the Village to maintain a bike path on certain ComEd owned parcels as described in the lease.

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

SECTION 1. The Village Manager is hereby authorized and directed to execute the recreational lease, which is attached hereto and made a part thereof, subject to the review and approval of the Village Attorney.

SECTION 2. 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 3. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: ____________________________________
NAYES: ____________________________________
ABSENT: ___________________________________
PASSED: ___________________________________, 2020
APPROVED: ________________________________, 2020

APPROVED:

____
Beverly Sussman, Village President

ATTEST:

____
Janet Sirabian, Village Clerk

RECREATIONAL LEASE
_______________, 20____
by and between
COMMONWEALTH EDISON COMPANY
and
VILLAGE OF BUFFALO GROVE

For and including the following described real estate

CONTRACT NUMBER: 106562
R/W Name: DES PLAINES – WAUKEGAN
PARCELS: T32-265 THRU T32-273
NW, SW, SE 1/4 SECTION 27N, 28N, 34N, TOWNSHIP 43N, RANGE 11E
OF THE THIRD PRINCIPAL MERIDIAN
LAKE COUNTY-VERNON TWP, ILLINOIS
COMED REGION NORTH
PIN: 15-34-101-041, 15-34-100-003, 15-34-106-001, 15-34-117-003,
15-34-118-001, 15-34-100-009

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the "**Lease**") is made as of __________________, 20___ by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("**Landlord**") and the VILLAGE OF BUFFALO GROVE ("**Tenant**") a municipal corporation (hereinafter referred to as "**Tenant**") whose address is 51 Raupp Blvd., Buffalo Grove, IL 60089.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the Village of Buffalo Grove and more fully described on Exhibit A ("**Landlord's Property**").

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord's property located in Lake County, Illinois as shown on Exhibit A attached hereto and made a part hereof (the "**Leased Premises**"), for the purposes specified in Section 2 below.

1. **TERM.**

A. The term of this Lease (the "**Term**") shall begin on May 1, 2018 (the "**Commencement Date**") and shall terminate on April 30, 2028 unless sooner terminated as provided herein.

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a "**Renewal Option**") for a renewal term of ten (10) years (each, a "**Renewal Term**"). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection 1.D. below, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. PURPOSE. The Leased Premises shall be used by Tenant solely for the purposes of a Ten (10') foot Wide recreational trail for pedestrians and bicyclists ("**Tenant's Facilities**"), in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "**Permitted Use**"). For purposes hereof, the term "**Legal Requirements**" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("**Landlord's Facilities**").

3. RENT.

A. Base Rent. Landlord acknowledges its receipt of the payment of "**Base Rent**", a one-time payment by Tenant in the amount of One and No/100 Dollars ($1.00) and no other Base Rent shall be assessed during the term of this Lease.

B. Rent. For purposes of this Lease, the term "**Rent**" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. Payment of Rent. All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Center

Oakbrook Terrace, Illinois 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the "**Default Rate**"). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant's obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant's use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. **TAXES.** Tenant shall pay the following amounts as "Taxes" to Landlord in each case no later than thirty (30) days after Landlord's written demand therefor:

A Tenant's proportionate share of the land component of all real estate taxes for each tax parcel of which the Leased Premises is a part for all periods falling within the Term, which proportionate share shall be calculated as follows: (i) the total land component of each tax bill for each such real estate tax parcel which includes any portion of the Leased Premises, multiplied by (ii) a fraction, the numerator of which shall be the acreage of the portion of such tax parcel which falls within the Leased Premises, and the denominator of which shall be the total acreage of such tax parcel; plus

B All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

C Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant's use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (B) above), for all periods falling within the Term; plus

D For purposes of this Lease, Taxes "for" or "with respect to" any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

D Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be reasonably necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible without the transfer of any ownership or change in the property owner name in the records of the applicable taxing jurisdiction, under applicable Legal Requirements. Concurrently with the delivery of any such documents, instruments, petitions and applications, Tenant shall furnish Landlord with copies thereof. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be reasonably necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be reasonably necessary to apply for such exemption (or continuation); provided however, in no event shall Tenant have any power or authority to change, alter or modify in any way, the tax parcel number, property owner name or mailing address of the Leased Premises in the records of the applicable taxing jurisdiction. For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered. Notwithstanding anything contained in this paragraph, to the extent Tenant fails to obtain a tax exemption with respect to the Leased Premises for any reason, Tenant shall pay the Taxes as required above in this Section 4.

5. **CONDITION.** Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. **MAINTENANCE; SERVICES AND UTILITIES.**

A. Tenant agrees at its sole cost and expense, to keep and maintain **the Leased Premises together with the adjacent open grass way area (such open grass way area together with Tenant's Facilities being the "Specified Area")]** in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease and all at Tenant's sole cost and expense): (i) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal, and (ii) promptly (and if Landlord provides written notice, no later than three (3) business days after receipt of such notice) remove all litter, garbage and graffiti from, and repair any vandalism (except for vandalism to Landlord's Facilities) to, the Specified Area or any nearby area, including, without limitation, any structure or bridge crossing used for Tenant's Facilities, on or near the Specified Area. Tenant's obligations under this Section 6 are solely those of Tenant and Landlord shall have no responsibility to undertake such obligations or to perform any action required of Tenant hereunder.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. **SURRENDER OF LEASED PREMISES; RESTORATION.** Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord). This Section shall survive the termination or expiration of the Lease.

8. **COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.**

A. General. Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. Change in Law. Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. Notice of Violations. Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to the Leased Premises, including without limitation, any alleged or actual violation of any Legal Requirements or any request for additional information, rejection or confirmation regarding any application for exemption from real estate taxes.

D. Height and Other Limitations. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

9. ALTERATIONS.

A. Generally. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "**Alterations**") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Subsection 9.A. above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute "**Alterations**" for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord's vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Subsection 9.A. above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers (**"Barriers"**) be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section 9, Tenant also agrees to notify Landlord's Representative, at Telephone Number 866 340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

10. **INDEMNITY.** To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. **WAIVER.** Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

12 **DIGGING WORK.** If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. **CASUALTY.** In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. **CONDEMNATION.** If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.

15. **ENVIRONMENTAL PROTECTION.**

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes hereof, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant shall, at Tenant's sole cost, furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. DAMAGE TO LANDLORD'S FACILITIES. Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. The occurrence of any of the following shall be considered a "**Default**":

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default of any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof.

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such Rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased

Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. **ASSIGNMENT AND SUBLETTING**. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. **TERMINATION**. Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. **LANDLORD'S RIGHTS.** The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

26. **RIGHT OF ENTRY.** Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove

Attachment: ComEd Lease (R-2020-41 : ComEd Recreational Lease) and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

27. **LANDLORD'S RIGHT TO TRANSFER.** This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. **TENANT'S PROPERTY.** It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. **HOLDING OVER.** Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective

subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. MISCELLANEOUS.

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("**Commission**") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attn: Assistant General Counsel – Real Estate

If to Tenant:

Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, Illinois 60089
Attn: Village President

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a "**Proceeding**"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) in the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Leased shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the County Board of Tenant, at a regular meeting held _______________, 20__, and signed by the officers therein designated as signatories and attested by the clerk of Tenant.

X. Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the term of the Lease (collectively, "**Confidential Information**") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Leases Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord, and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all of Confidential Information. **Landlord acknowledges that Tenant is a municipal corporation, and information is permitted to be disclosed at a public meeting but only to the extent law requires such disclosure.**

Y. Additional Requirements. Tenant shall comply the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: ______________________________
Name:
Its: Director, Real Estate and Facilities

TENANT:

VILLAGE OF BUFFALO GROVE

By ______________________________
Name:
Title:

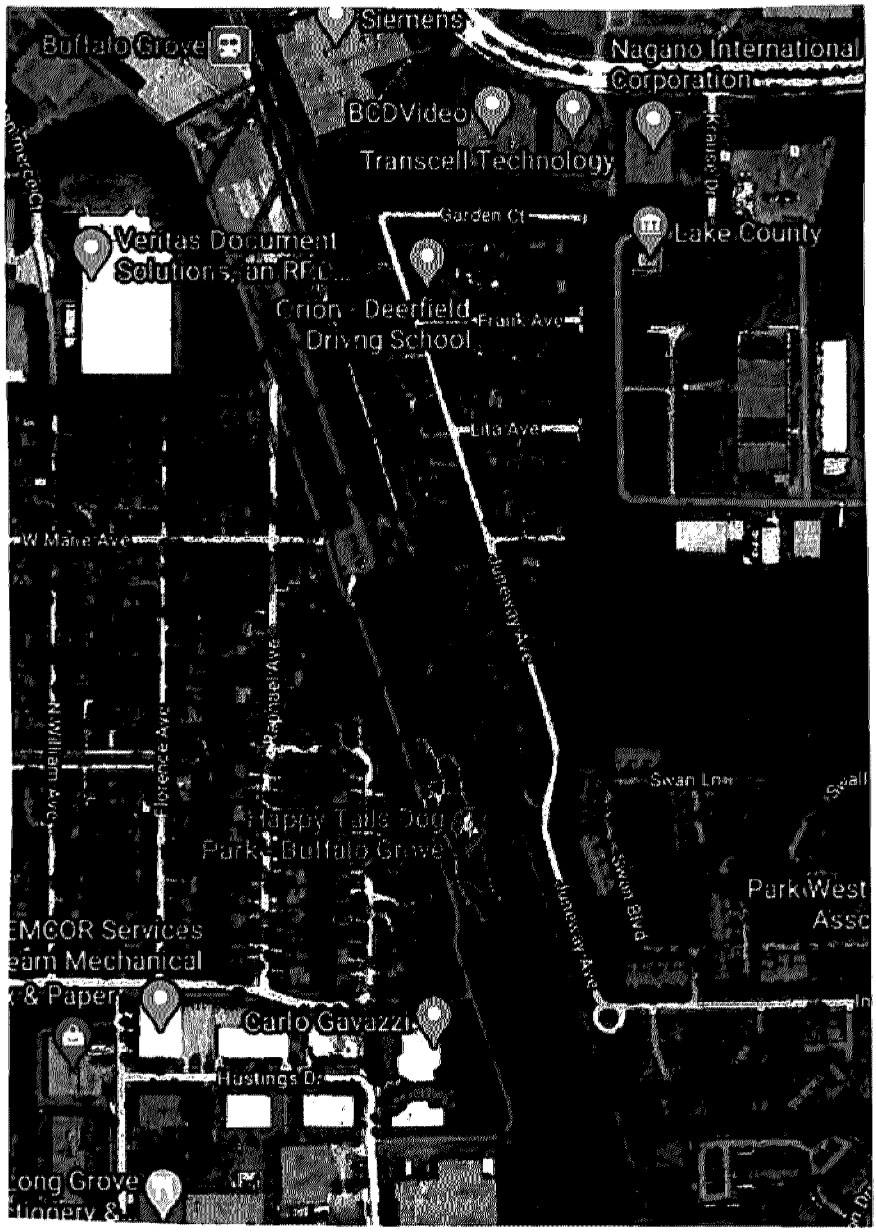
ATTEST:

By: ______________________________

EXHIBITS
A Leased Premises
B Base Rent Schedule
C-1 & C-2 Fencing and Barrier Requirements
D Insurance Requirements
E Additional Requirements

EXHIBIT A

Leased Premises



LEASED PREMISES:

CONTRACT NUMBER: 106562

R/W Name: DES PLAINES – WAUKEGAN

PARCELS: T32-265 THRU T32-273

NW, SW, SE 1/4 SECTION 27N, 28N, 34N, TOWNSHIP 43N, RANGE 11E

OF THE THIRD PRINCIPAL MERIDIAN

LAKE COUNTY-VERNON TWP, ILLINOIS

COMED REGION NORTH

PIN: 15-34-101-041, 15-34-100-003, 15-34-106-001, 15-34-117-003,

15-34-118-001, 15-34-100-009

EXHIBIT B

Base Rent Schedule

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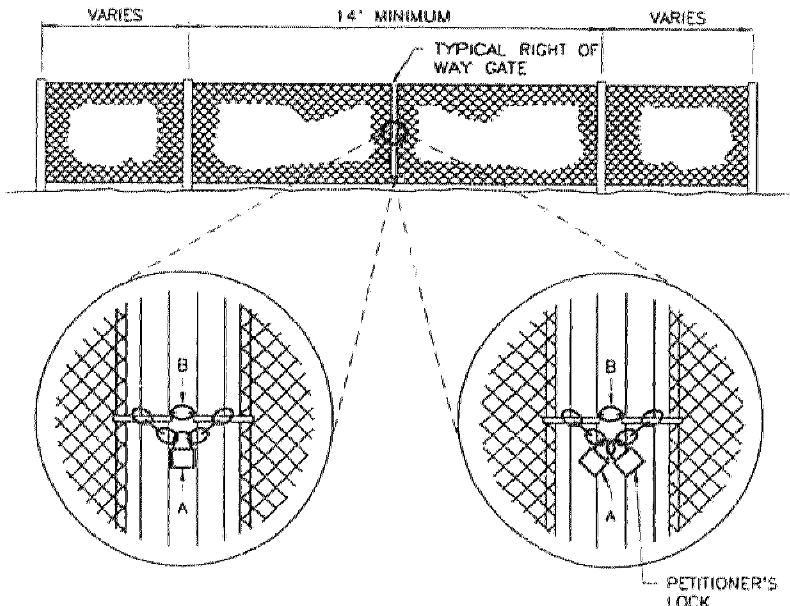
EXHIBIT C-1 and C-2
Fencing and Barrier Requirements

6-16-94
C9522
PAGE 1 OF 1

REVISES SPEC. DATED 3-9-81

6-16-94
C9522
PAGE 1 OF 1

LOCKING ARRANGEMENTS
FOR TRANSMISSION RIGHT-OF-WAY GATES & TRANSMISSION LINE TERMINALS



C9522.1
SINGLE LOCK ARRANGEMENT

C9522.2
ARRANGEMENT FOR TWO OR MORE LOCKS

ITEM	DESCRIPTION	EM	S.I.	UNIT	QUANTITY .1	QUANTITY .2
A	LOCK, PADLOCK, SHACKLE OPENING 1 1/2" IN. X 3/8 IN. PLATED STEEL	-	716027	EA.	1	1
B	STRAIGHT LINK CHAIN, HOT DIPPED GALVANIZED (1)	-	786756	FT.	3	3

ENGINEERING INFORMATION

1. CHAIN ORDERING DESCRIPTION STRAIGHT LINK CHAIN, TRADE SIZE 5/0, MATERIAL DIAMETER 0.26 IN., LINK WIDTH 0.44 IN. X LINK LENGTH 1.52 IN.

TRANSMISSION RELIABILITY AND STANDARDS

COMMONWEALTH EDISON COMPANY
SYSTEM STANDARD

X ~~T L S E O E~~
REVISION

ACAD

8-1-00
C9520
PAGE 1 OF 7

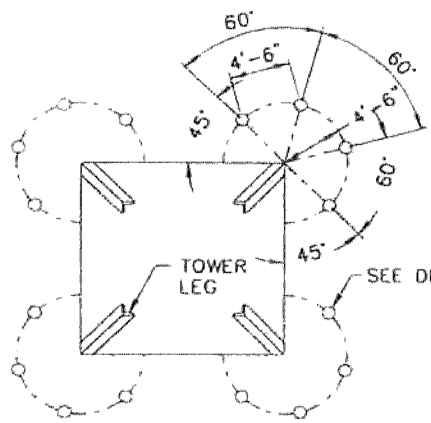
CONSTRUCTION SPECIFICATION
REVISED SPECIFICATION DATED 1-15-99

8-1-00
C9520
PAGE 1 OF 7

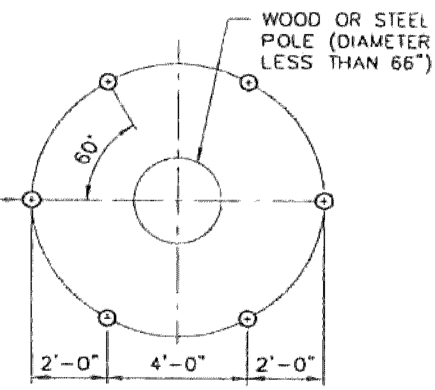
PROTECTIVE BARRIERS

FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

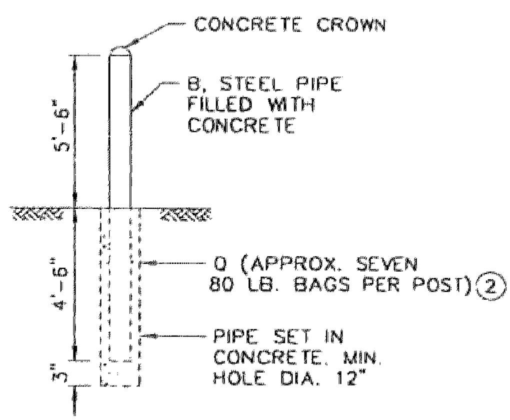
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)
C9520.1_



PLAN
TYPICAL TOWER LEG PROTECTION
C9520.11



PLAN
TYPICAL WOOD OR STEEL POLE PROTECTION
C9520.12



DETAIL-A

3086306

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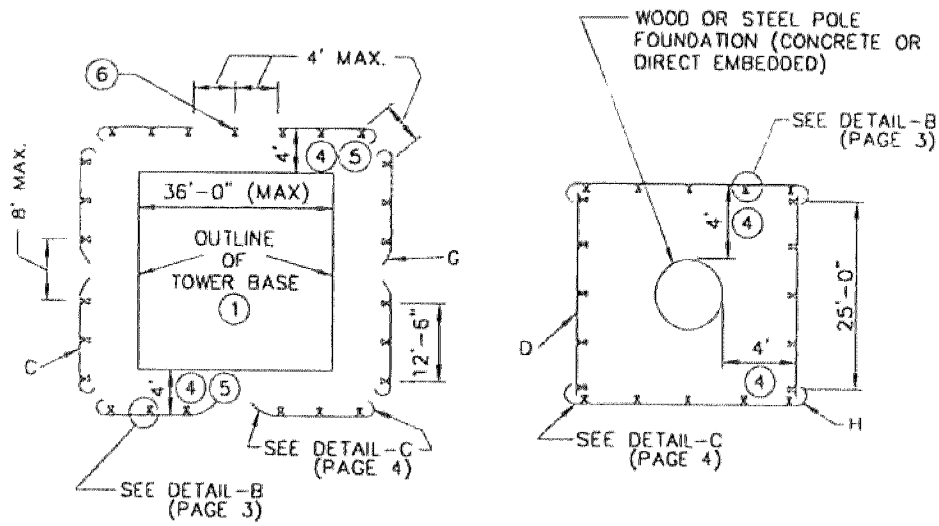
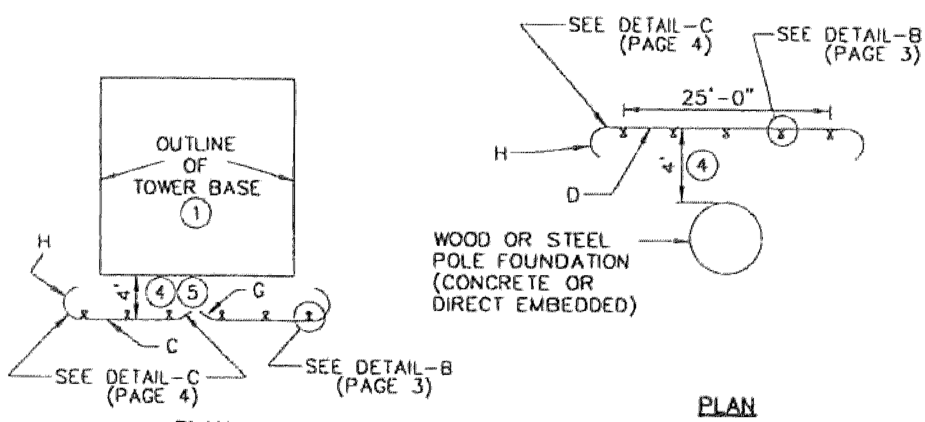
C9520
PAGE 2 OF 7

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
C9520.2



PLAN
TYPICAL TOWER PROTECTION ON ALL SIDES
C9520.21

PLAN
TYPICAL POLE PROTECTION ON ALL SIDES
C9520.22



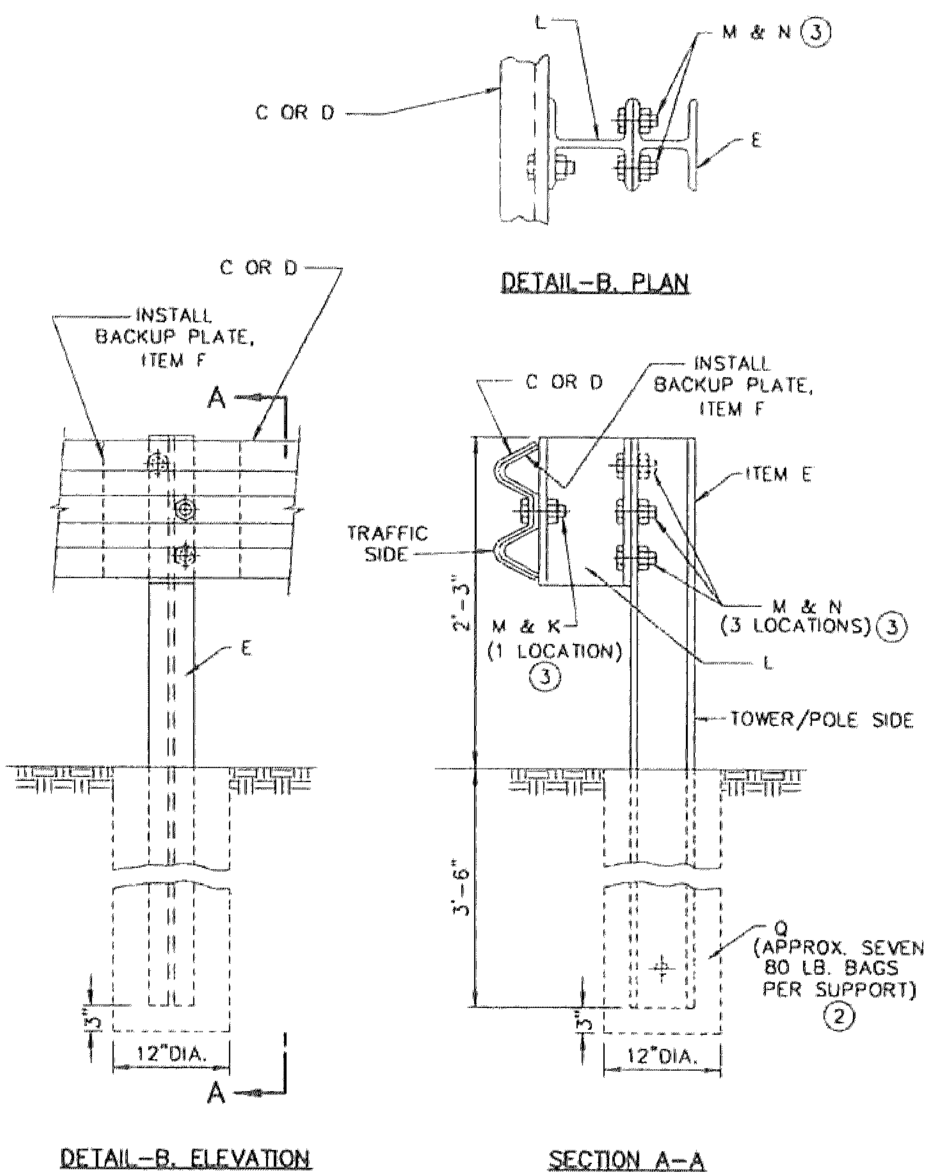
PLAN
TYPICAL TOWER PROTECTION ON ONE SIDE
C9520.23

PLAN
TYPICAL POLE PROTECTION ON ONE SIDE
C9520.24

  ACAD

8-1-00
C9520
PAGE 3 OF 7

GUARDRAIL SUPPORT DETAILS, C9520.2_



  ACAD

3086306

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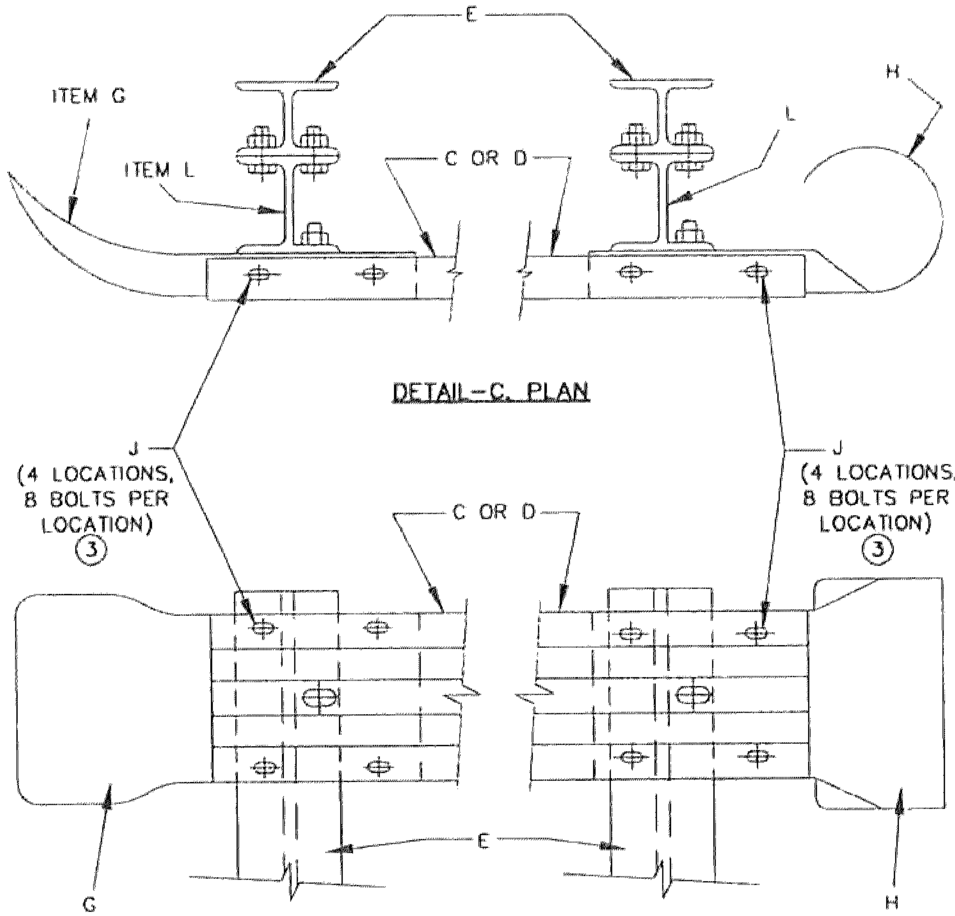
C9520
PAGE 4 OF 7

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2_



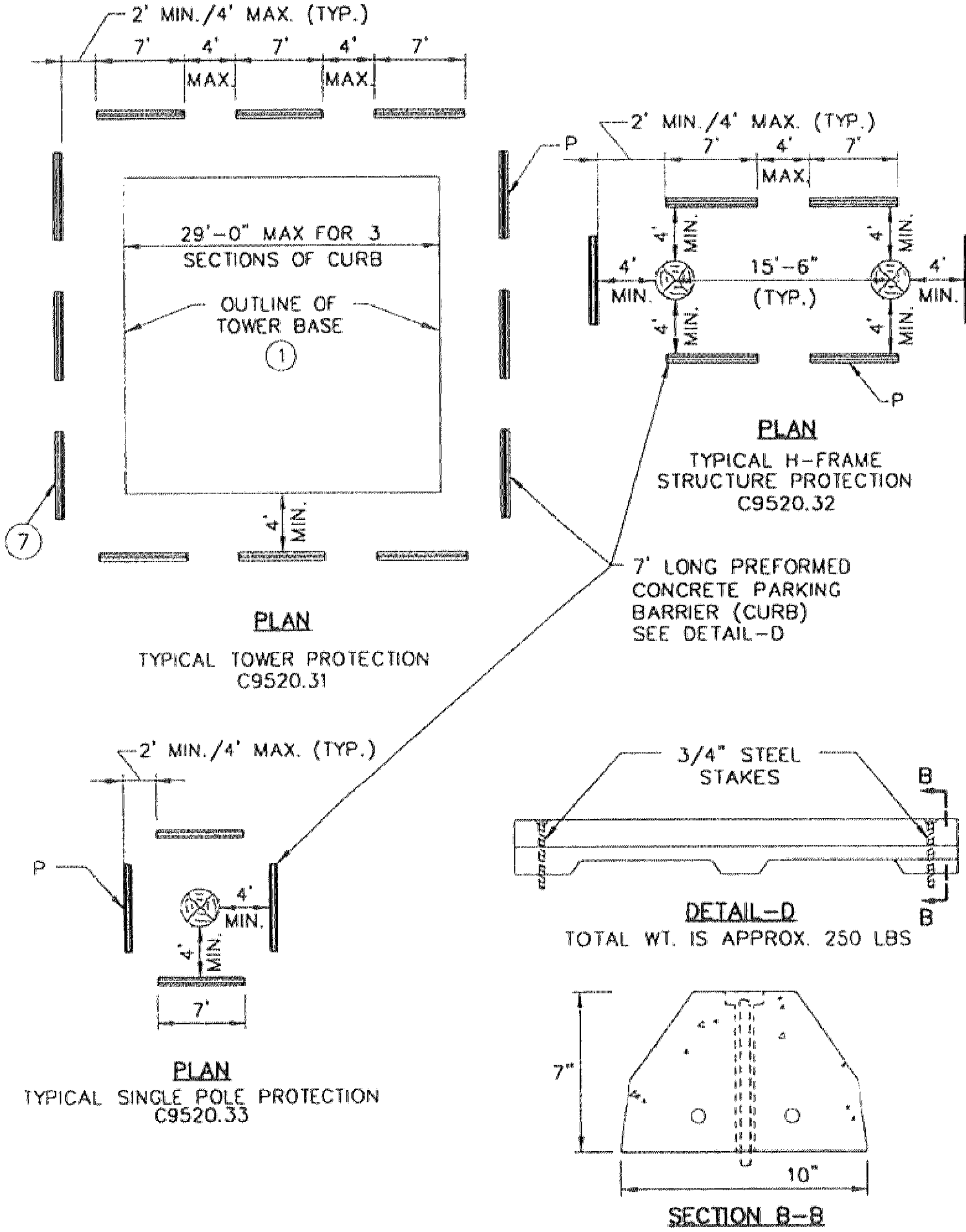
DETAIL-C. PLAN

DETAIL-C. ELEVATION
(WING TERMINAL)

DETAIL-C. ELEVATION
(CURLED TERMINAL)

8-1-00
C9520
PAGE 5 OF 7

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES ADJACENT TO PARKING AREAS (USING PARKING CURBS)
C9520.3_



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APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

1. ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
2. ITEM "O", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
3. NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
4. SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
5. THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
6. WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
7. NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
8. THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
9. CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

8-1-00
C9520
PAGE 7 OF 7

ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY								
					.11	.12	.21	.22	.23	.24	.31	.32	.33
A													
B	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10FT. LONG.		376232	EA	16	6							
C	GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1	386003	EA			8		2				
D	GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2	386004	EA				4		1			
E	I BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3	386005	EA			25	20	6	5			
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4	386006	EA			8	12	2	3			
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5	386007	EA			8		2				
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6	386008	EA			8	4	2	2			
J	BOLT, CARRIAGE 5/8" DIA. x 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7	386009	EA			128	32	32	16			
K	WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8	386011	EA			24	20	6	5			
L	I BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV.,10# PER FT.	10220 ITEM 9	386010	EA			24	20	6	5			
M	MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257	621602	EA			96	80	24	20			
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11	532666	EA			168	140	42	35			
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES		247982	EA							12	6	4
Q	MIXTURE, CONCRETE 80 LB. 2		701129	BC	112	42	175	140	42	35			

ComEd STANDARD SPECIFICATION

REVISION

ACAD

3086306

EXHIBIT D

Insurance Requirements
(current 2/13/2018)

Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars ($1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars ($4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars ($1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contactors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars ($4,000,000) per occurrence for general liability and one million dollars

($1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Leased Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Tenant and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of us of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least five million dollars ($5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Landlord shall be included as an additional insured and the policy shall be primary with respect to Landlord as the additional insured.

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Insurance coverage provided by Tenant and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars ($250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

(1) Be primary and non-contributory to any other insurance carried by Landlord

(2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and

(3) Provide for a waiver of all rights of subrogation which Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and

(4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of polices as may be required from Tenant and/or its contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

12.04.080 - Insurance.

A. Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, tenant occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the tenant as named insured and naming ComEd , and its appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsection (A)(1) and (A)(2) of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

a. Five million dollars for bodily injury or death to each person,

b. Five million dollars for property damage resulting from any one accident, and

c. Five million dollars for all other types of liability;

2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars for personal injury and property damage for each accident;

3. Worker's compensation with statutory limits; and

4. Employer's liability insurance with limits of not less than one million dollars per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

B. Excess or Umbrella Policies. The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. Copies Required. The tenant shall provide copies of any of the policies or a certificate of insurance required by this section to ComEd within ten days of the signing of this agreement.

D. Maintenance and Renewal of Required Coverages. The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the ComEd, by registered mail or certified mail, return receipt requested, of a written notice addressed to ComEd of such intent to cancel or not to renew."

Within ten days after receipt by ComEd of said notice, and in no event later than ten days prior to said cancellation, the tenant shall obtain and furnish to ComEd evidence of replacement insurance policies meeting the requirements of this section.

E. Self-Insurance. A tenant may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A tenant that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B through D of this section. A tenant that elects to self-insure shall provide to ComEd evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a "private self insurer" under the Workers Compensation Act.

F. Effect of Insurance and Self-Insurance on tenant's Liability. The legal liability of the tenant to ComEd and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

G. Insurance Companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

(Ord. 2007-73 § 2 (part), 2007)

EXHIBIT E

Additional Requirements

Tenant shall adhere to the following requirements:

1. Tenant shall maintain the Leased Premises and Additional Area to be Maintained (which includes the open grass way area) of the Landlord right of way property.
2. The metallic goal structures are not to be permanent fixtures and must be removed after each use. It is suggested the metallic structures be grounded to guard against induced voltages.
3. No part of the field or goal structures shall be located within ten (10) feet of any Landlord equipment or facilities.
4. Care must be used when mowing the fields such that no Landlord structures are touched.
5. If lighting and landscaping is required, plans and details must be provided to ComEd for review to ensure safety clearances are not violated.
6. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
7. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
8. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
9. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
10. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
11. Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
12. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
13. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
14. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
15. The path shall not meander; but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
16. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path is prohibited. Further,-Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
17. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.
18. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.

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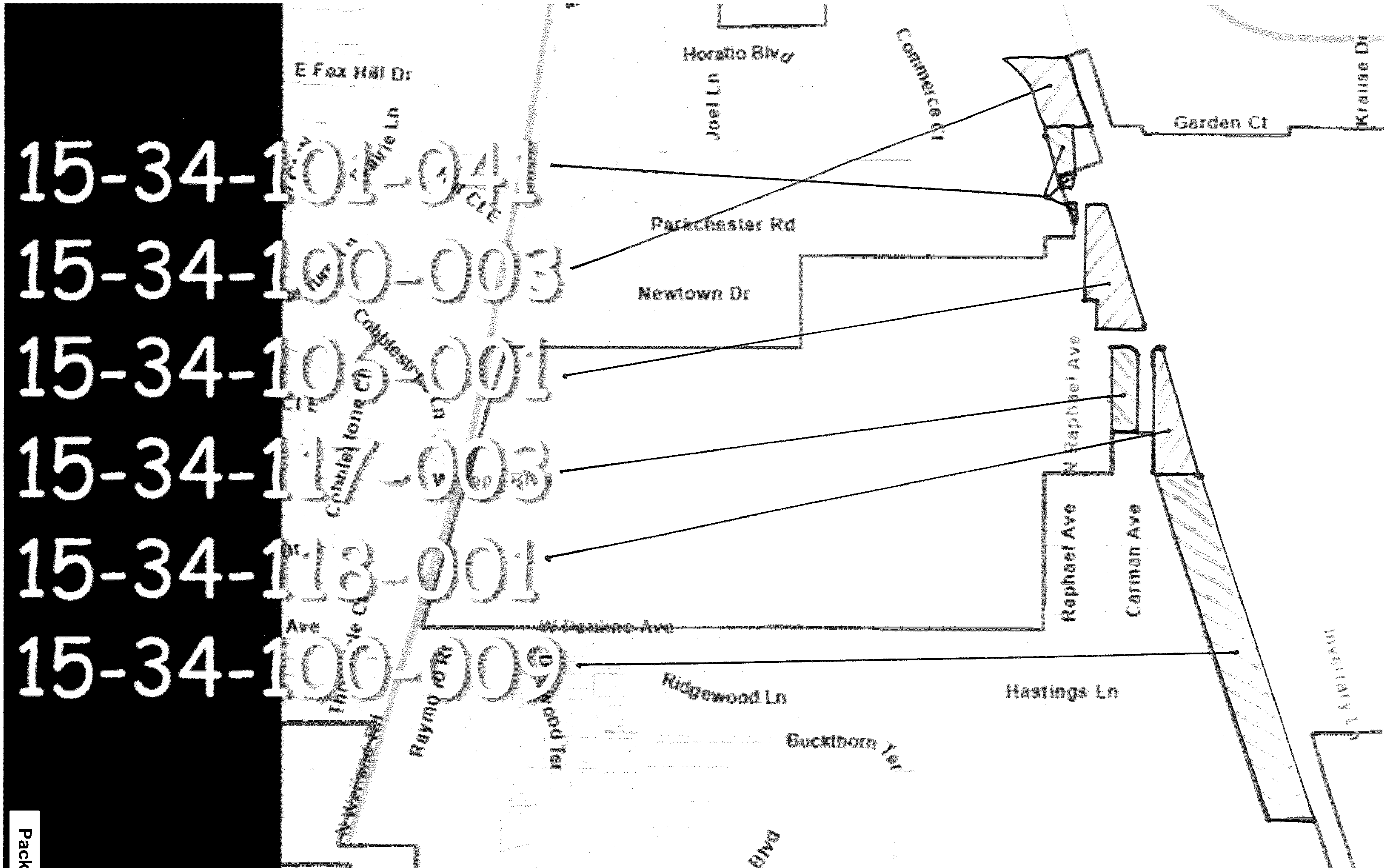
19. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
20. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.
21. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
22. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
23. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
24. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
25. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
26. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
27. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
28. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
29. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
30. If the project requires additional soil, only clean fill shall be used.
31. No hazardous materials may be stored on Landlord's property including in any vehicle.
32. Pervious materials shall be used in the construction of any paths on the Leased Premises.
33. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
    - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
    - A copy of any required environmental permits
    - A copy of any environmental reports required by the permits
34. Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).

Environmental Services Department (ESD) approves this request from an environmental perspective with the below comments. **Tenant is responsible for all costs** associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, restoration, etc.).

Lease Requirements

1. The continued use of the subject property is permitted only for use as a bike path. Motorized vehicles are not permitted on the leased property.
2. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
3. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. No fueling of lawn mowers or similar maintenance equipment is allowed on ComEd property.
4. Tenant will be held responsible for the clean-up of any spills (oil, antifreeze, fuel, etc.) as this could be a potential source of contamination and future liability for ComEd.
5. In the event of a leak/spill on ComEd property, Tenant must notify ComEd within 24 hours and provide a written report within 5 business days.
6. Tenant is responsible for the maintenance of any onsite stormwater management system at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the lease. Inlet filters must be placed on all storm sewer manholes on ComEd property and must be properly maintained.
7. Tenant is not permitted to develop the unpaved areas or change the grading of the property without prior authorization from ESD. This includes activities of adding gravel or other fill-in activities to the surface of ComEd property.
8. At lease-end, the site must be returned to its original condition, including seeding, as necessary.
   However, ComEd has the discretion to allow the property to remain in its improved condition.
9. Tenant must follow all applicable environmental laws and regulations and obtain all required environmental permits.
10. **According to a review of ESD resources, wetlands are located throughout the leased property.**
    Mowing activities are not permitted within wetlands.
11. Tenant must follow all federal, state, and local wetlands requirements, including United State Army
    Corps of Engineer and Lake County regulations and guidelines.
12. Good housekeeping must be maintained at all times on the leased ComEd property.
13. Tenant must assume responsibility for all maintenance of the leased ComEd property. This includes keeping the entire property free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the leased premises, Tenant must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.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E Fox Hill Dr
Horatio Blvd
Joel Ln
Commerce Ct
Garden Ct
Krause Dr
Parkchester Rd
Newtown Dr
N Raphael Ave
Raphael Ave
Carman Ave
W Pauline Ave
Ridgewood Ln
Hastings Ln
Buckthorn Ter
Inverrary Ln

Ordinance No. O-2020-62 : Resolution Amending Section 2.02 of the Buffalo Grove Municipal Code - Procedures of the Corporate Authorities

Recommendation of Action

Staff recommends approval.

Section 2.02, Procedures of the Corporate Authorities, of the Municipal Code is reviewed by the Village Attorney periodically for sufficiency with laws and ordinances and to reflect current practice. Accordingly, the Village Attorney has reviewed the code and recommends the attached amendments for approval. Specifically, the amendments abolish the Finance Committee and revise the amount of time permitted for the public to address the public body. These changes are consistent with current practice and case law.

ATTACHMENTS:

- Ordinance Amending Section 2.02 08-11-20 (2) (DOCX)
- Chapter_2.02___PROCEDURES_OF_THE_CORPORATE_AUTHORITIES (1) clean (DOC)
- Chapter_2.02___PROCEDURES_OF_THE_CORPORATE_AUTHORITIES (1) (PDF)

Trustee Liaison	**Staff Contact**
Sussman	Dane Bragg, Office of the Village Manager

Monday, August 17, 2020	

ORDINANCE NO. ___________________

AN ORDINANCE AMENDING SECTION 2.02 OF THE MUNICIPAL CODE OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS RELATING TO PROCEDURES OF THE CORPORATE AUTHORITIES

WHEREAS, the Village of Buffalo Grove, Cook and Lake County, Illinois is a home rule municipality governed by the statutes of the State of Illinois, and is empowered by the Illinois Compiled Statutes to adopt rules and procedures governing meetings and officers ; and,

WHEREAS, the Corporate Authorities adopted Ordinance 2010-25 codifying Section 2.02 of the Municipal Code on May 3, 2010; and,

WHEREAS, the Corporate Authorities have subsequently amended the procedures of the corporate authorities from time to time; and,

WHEREAS, the Corporate Authorities of Village of Buffalo Grove find that it is necessary that the policy be amended to conform to current practices and recommendations consistent with the Open Meetings Act, the Local Records Act and the Freedom of Information Act.

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

Section 1. That the findings made in the prefatory recitals made above herein this Ordinance are hereby adopted and approved by the Village President and Board of Trustees, and said prefatory recitals set forth above are incorporated herein as part of this Ordinance.

Section 2. Section 2.02 of the Buffalo Grove Municipal Code is hereby amended in accordance with the language contained herein and shown in EXHIBIT A.

Section 3. The Village Clerk shall cause this amendment to be published in the code of ordinances and made available for public inspection.

Passed and adopted by the President and Board of Trustees of the Village of Buffalo Grove, Illinois, this ___ day of ______________________, 2020.

AYES: ___________________________ NAYES: _________________________

_______________________________ _________________________

_______________________________ _________________________

_______________________________ ABSENT: _________________________

_______________________________ _________________________

____

Approved by the President this ___ day of ________________, 2020.

____

ATTEST: Village President

____

Village Clerk

Recorded in the Records of the Village Clerk this ___ day of __________________, 2020. Published by the authority of the President and Village Board of Trustees of the Village of Buffalo Grove, Cook and Lake County, Illinois in pamphlet form this ___ day of ___________, 2020.

____

Village Clerk

EXHIBIT A

Chapter 2.02 - PROCEDURES OF THE CORPORATE AUTHORITIES[2]

Footnotes:

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Editor's note— Ord. No. 2010-25, § 2, adopted May 3, 2010, amended Chapter 2.02 in its entirety to read as herein set out. Former Chapter 2.02, §§ 2.02.010—2.02.110, pertained to the Board of Trustees and derived from Ord. 58-1, adopted 1958; Ord. 59-14, adopted 1959; Ord. 72-31, adopted 1972; Ord. 77-43, adopted 1977; Ord. 93-35, adopted 1993; Ord. 99-80, adopted 1999; Ord. 2002-37, adopted 2002; ; and Ord. 2007-70, adopted 2007.

2.02.010 - Meetings.

A. Regular Meeting Dates. The Corporate Authorities shall hold regular meetings on the first and third Mondays of each month. However, if such meeting date falls on a legal holiday, on which legal holiday the Village offices are closed for Village business, the meeting shall be held on the next following day which is not a legal holiday and on which day the Village offices are open for Village business or on such other day as approved by the Corporate Authorities. "Legal holiday" includes any day designated as a state or national legal holiday.

B. Meeting Times. All meetings of the Corporate Authorities, whether in a regular or special meeting or in a meeting of the committee of the whole, shall commence at the hour of 7:30 p.m., unless a different time is fixed for a particular meeting and proper notice given of such time.

C. Meeting Place. All meetings of the Corporate Authorities shall be held in the Council Chambers of the Village Municipal Hall, unless some other place has previously been fixed for a particular meeting and proper notice given of such place.

D. Committee of the Whole.

1. The Corporate Authorities regular schedule of meetings of the committee of the whole shall be on the second and fourth Mondays of each month. Committee of the whole meetings may be scheduled at such other times as may be directed by action of the Corporate Authorities or the Village President. No final action may be taken at a meeting of the committee of the whole. However, the committee of the whole may direct that items taken up in the committee be placed on the agenda of the Corporate Authorities at a regular meeting or removed therefrom. For purposes of notice requirements, agenda, and meeting times, committee of the whole meetings shall be treated as a meeting of the Corporate Authorities.

2. There shall be placed on the agenda of a committee of the whole meeting an item entitled questions from the audience. Members of the public, during the questions from the audience, may address the committee with comments regarding only those items that are relevant to Village business. No person shall speak for more than three minutes without consent of the Village President. The Village President shall strictly restrain

EXHIBIT A

comments and questions to matters that are relevant to Village business and shall not permit repetitious comments or arguments.

E. Presiding Officer. The Village President shall be the presiding officer at all meetings of the Board of Trustees and at all times when the Board meets as a committee of the whole.

F. Quorum. A quorum of the Corporate Authorities shall consist of not less than four Trustees or three Trustees and the Village President; provided that a lesser number may adjourn a meeting to a later date.

G. Adjournment. Every meeting of the Corporate Authorities shall adjourn, or shall recess to a later day by 11:30 p.m., unless a majority of the Trustees present agree to continue the meeting by motion for a specific additional amount of time or to continue the meeting to the completion of the agenda or to the completion of any item of business specified in the motion. A motion to continue the meeting shall be non-debatable except as to the amount of time. Any matter not disposed of shall be placed on the agenda for the next regular meeting unless deferred by a majority of the Corporate Authorities present.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.020 - Special meetings.

A. Calling. Special meetings of the Corporate Authorities may be called by the Village President or by any three Trustees.

B. Special Notice. Special meetings shall require at least forty-eight hours' advance public notice, which notice shall include the agenda for the special meeting.

C. Only items of business that have been set forth upon the agenda of the special meeting shall be considered at the special meeting. This provision shall not prohibit the Corporate Authorities from discussing any item in executive session as allowed by law.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.030 - President Pro Tem.

A. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint the senior Trustee as President Pro Tem. Seniority shall be based on the most continuous time served as a Trustee. In the event that more than one Trustee has equal seniority, the Trustees having equal seniority shall draw lots to determine who shall hold the position of President Pro Tem.

B. The President Pro Tem shall perform the duties pertaining to the office of the Village President during an absence or disability of the Village President. The Village President shall be deemed absent when he/she is outside of the state or otherwise unavailable, within one hour's notification of the need to exercise the powers of his/her office by the Village Manager or designee.

C. If the absence or disability of the Village President lasts longer than thirty days, the Board of Trustees shall then elect one of its members to act as President Pro Tem at the first Board meeting occurring at least thirty days after said notice.

EXHIBIT A

D. The President Pro Tem shall serve until any of the following occurs:

1. Such person resigns as President Pro Tem, or
2. Such person is no longer a Village Trustee, or
3. A successor is chosen, pursuant to subsection A hereof, following the next general municipal election, or
4. An affirmative vote of the majority of the Trustees then holding office to remove the President Pro Tem, or
5. A successor is chosen pursuant to subsection C hereof.

E. In the event the Village President fails to attend a meeting of the Village Board, the President Pro Tem shall act as a temporary chairman for the meeting of the Village Board, and while so serving as temporary chairman, shall have only the power of a presiding officer and a right to vote in the capacity as Trustee on any ordinance, resolution, or motion. In the absence of the Village President and President Pro Tem from a meeting, the Board of Trustees may elect one of their members to act as a temporary chairman.

F. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint a Village Treasurer.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.040 - Public notice of meetings.

A. Annual Notice. The Village Clerk shall, at the beginning of each calendar year, prepare, post in the Village Hall in a public place, and make available to the public a schedule of regular meetings for the year. The schedule shall state the regular dates, time and place of the regular meetings and all regularly scheduled meetings of the committee of the whole.

B. Special, Rescheduled, and Reconvened Meetings. The Village Clerk shall give notice of all special meetings, all rescheduled regular meetings, and all reconvened meetings at least forty-eight hours prior to such meetings. Notice shall not be required of any reconvened meeting, if the meeting is to reconvene within twenty-four hours or if the time of reconvening is announced at the original meeting and there is no change in the agenda.

C. Changes in Schedule. The Village Clerk shall give notice of any change in the regular meeting dates of the Corporate Authorities prior to the first meeting held under the changed schedule. In addition to the notice required under subsection D of this section, the Clerk shall publish the notice of change in schedule in a newspaper of general circulation in the Village.

D. All notices required under this section shall be given to any news medium that has filed an annual request for such notice and shall be posted on the Village's website pursuant to the Illinois Open Meetings Act ("Act").

E. The Corporate Authorities shall comply with the minimum notice requirements of the Act. The Village Clerk shall give any additional notices, and shall comply with any additional requirements of the Act, as may be provided in addition to the requirements of this section.

EXHIBIT A

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.050 - All meetings open.

A. Open Meetings. All meetings of the Corporate Authorities, including meetings of the committee of the whole or other committees shall be open to the public, except for executive sessions held in accordance with subsection B of this section and the Act.

B. Executive Sessions. Executive sessions closed to the public may be held only in connection with those subjects exempt from public meetings or authorized for closed sessions under the Act. No executive session may be held unless the Corporate Authorities by motion determine to hold such session. The committee of the whole may move to hold its proceedings in executive session whenever appropriate subjects are to be considered, but the motion must be made in a public meeting.

C. Debate on Executive Sessions. Whenever a matter appropriate for consideration in an executive session is requested to be taken up in an executive session by the Village Manager, by any member of the Corporate Authorities, by the Village Attorney, or by any person affected by the matter to be considered, the Corporate Authorities shall consider the request.

Pending a decision by the Corporate Authorities whether to hold an executive session as requested, or at a later time, or whether to consider the matter in an open meeting, the members of the Corporate Authorities shall refrain from public discussion of the substance of the matter. Any subject matter committed to executive session shall be confidential. No public disclosure of the Corporate Authority's discussions held or any decisions made in executive session shall be made until the matter is made public by announcement, publication or official action by or at the direction of the Corporate Authorities or the Village Manager.

D. A motion to go into executive session may be made at any time during an open meeting of the Corporate Authorities, whether or not an executive session has been scheduled on the agenda, but shall be out of order if the subject matter is not eligible to be considered at an executive session pursuant to the Act.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.060 - Order of business.

A. Standing Orders. The standing order of business for all regular meetings of the Corporate Authorities shall be:

1. Call to order;
2. Pledge of allegiance;
3. Roll call for attendance;
4. Approval of the minutes of the previous meetings;
5. Approval of warrant;
6. Village President's Report;

EXHIBIT A

7. Village Manager's Report;
8. Special business;
9. Reports from Trustees;
10. Consent agenda;
11. Ordinances and resolutions;
12. Unfinished business;
13. New business;
14. Questions from the audience;
15. Executive session;
16. Action on executive session items, if required;
17. Adjournment.

B. Procedure. All items of business shall be considered in the order in which they are listed on the agenda, and all orders of business shall be taken up in the standing order. The order of business may be changed, or an item taken up before its place on the agenda at the discretion of the Village President.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.070 - Subjects of orders of business.

The following restrictions shall apply to the orders of business indicated:

A. Questions from the Audience.

1. For non-agenda items, members of the general public may address the Corporate Authorities with concerns or comments regarding issues that are relevant to Village business. Issues that are not relevant to Village business shall not be allowed and shall not include any disrespectful remarks or comments relating to individuals. All members of the public addressing the Corporate Authorities shall, at all times, maintain proper decorum. All public comment shall be addressed to the Corporate Authorities as a whole, and no comments shall be addressed to individual members of the Corporate Authorities, Village staff or other members of the public. Speakers shall use every attempt to not be repetitive of points that have been made by others. Individual citizens may be allotted up to three minutes as determined by the Village President to present their points unless in the Village President's discretion more time is allotted.

2. Debate or general discussion by the Corporate Authorities on any matters raised during questions from the audience shall only be as allowed by the Village President. The Corporate Authorities may refer any matter of public comment to the Village Manager, Village staff, or an appropriate agency for review, or may place the matter on a subsequent agenda for discussion.

3. For agenda items, comments may be made during the agenda item, when recognized by the Village President. Individual citizens may be allotted up to three minutes by the Village President to present their points unless a longer time is approved by the Village President.

B. Reports from Trustees. Trustee reports shall generally be limited to reporting on committees or commissions or announcements or comments of general community interest. In the event that a Trustee has an issue to present that is not on the agenda, or requests action on a matter, he or she shall do so under New Business subject to the requirements of this Chapter. The Village President can direct that Trustee matters be heard under New Business. Trustee reports shall be limited to ten minutes unless otherwise approved by the Village President.

C. New Business. In the event that the Village President or a Trustee brings up a topic or issues for new business, he or she shall be limited to a maximum of five minutes for presentation of the item of new business and to make any motion to put the item on a future agenda. In the event that any such motion is seconded and passed, the item can be placed on a future agenda. Discussion on such a motion to put the issue on a future agenda shall be limited to five minutes for each Trustee desiring to speak. No action shall be taken on any issue that is brought up other than placing it on a future agenda. In the event there is no motion to place the item on a future agenda, any comments by other Trustees on the topic shall be limited to a maximum of five minutes.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.080 - Agenda.

A. Contents. The agenda for a meeting shall contain all of the items of business to be considered by the Corporate Authorities at such meeting. No final action shall be taken on any item which is not properly on the agenda. The agenda shall contain all items of business under the proper order of business.

B. Preparation. The agenda shall be prepared under the direction of the Village Manager, and shall include such matters as the Manager or Village President shall determine, matters previously set by the Corporate Authorities for the particular meeting, including matters postponed to such date, and matters requested by at least two Trustees.

C. Supplemental Agendas. The Manager may, at his discretion, and shall at the request of the Village President or any two Trustees, issue a supplemental agenda no later than the Friday preceding the regular meeting. Supplemental agendas shall be distributed with all necessary materials to be considered at the meeting.

D. Distribution of Agendas. As soon as the final agenda is issued for any meeting of the Corporate Authorities, it shall be posted in a public place in the Village Hall, distributed to the members of the Corporate Authorities and to all Village departments, and made available to the public. Copies of the agenda shall also be available to the public at the meeting.

E. Committee of the whole agendas. All committee of the whole agendas shall be prepared and distributed and shall have the same effect as herein provided for agendas of regular meetings of the Corporate Authorities. Committee of the whole agendas may be issued up to forty-eight hours before the meeting.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.090 - Consent agenda.

A consent agenda shall be prepared under the direction of the Village Manager, and shall include such matters as the Manager shall determine are routine. All items listed on the consent agenda will be enacted by one motion and one vote, which shall be a roll call vote. No separate discussion of any items listed on the consent agenda will occur unless the Village President, a Trustee, or a citizen so requests, in which event the item will be removed from the consent agenda and considered individually after all other items of business on the regular agenda under new business.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.100 - Changes to agenda.

A. Removal. Any matter included on an agenda may be removed from the agenda by the Corporate Authorities. Such motion shall be in order at any time the item is before the meeting. Removal of an item from the agenda shall not affect its subsequent inclusion on a later agenda.

B. Additions. Any matter not included on an agenda or a supplemental agenda for a meeting may be added by a majority vote of the Corporate Authorities. Any added matter shall only be for discussion purposes; no final action may be taken by the Corporate Authorities on any matter not on the published agenda.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.110 - Ordinances—Resolutions.

A. Ordinances. No ordinance shall be considered by the Corporate Authorities until it has been reviewed by the Village Manager and approved as to form by the Village Attorney.

B. Resolutions. No resolution shall be considered unless it has been reduced to writing and reviewed by the Village Manager and approved as to form by the Village Attorney.

C. Amendment. Any ordinance, resolution or contract may be amended, or blanks therein filled, upon motion adopted by the Corporate Authorities at any time before final passage.

D. Reading. No ordinance, resolution or contract need be read at large prior to consideration or action by the Corporate Authorities.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.120 - Ordinances amending the Buffalo Grove Municipal Code.

EXHIBIT A

A. An ordinance which proposes to amend the text of any existing section of the Buffalo Grove Municipal Code shall set forth the entire existing text of such section, and shall indicate the changes to be made in such section by underscoring new text to be added thereto, and by lining through an existing text to be deleted or repealed by the amendatory ordinance.

B. Whenever an entirely new section is to be added to the Buffalo Grove Municipal Code, the amendatory ordinance so proposing may indicate such intent by bracketing the entire text of the proposed section, in lieu of underlining its text.

C. Whenever an ordinance proposes to repeal an entire section of the Buffalo Grove Municipal Code, or to re-section an existing section with another section number, the amendatory ordinance so proposing need not reproduce the text of such section nor show such text as deleted.

D. In any ordinance amending the Buffalo Grove Municipal Code, if any existing text of any existing section being amended therein is not set out, and is not shown in the amendatory ordinance as being deleted or repealed, then such omitted text shall remain as part of the Buffalo Grove Municipal Code the same as if such amendatory ordinance had not been passed.

E. The requirements of this section shall not apply to any ordinance which contains entirely new matter, and which does not by its terms amend, add to, or repeal provisions of the Buffalo Grove Municipal Code.

F. Ordinances of the Village of Buffalo Grove shall be construed in accordance with the drafting requirements imposed by this section. Failure of any ordinance hereafter to comply with the requirements of this section shall not invalidate such ordinance.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.130 - Minutes.

A. Procedure—Clerk. The Village Clerk shall keep draft minutes of all official meetings of the Corporate Authorities, which shall be reduced to writing and submitted to the next regular meeting for correction and approval. Unless directed by the Corporate Authorities, the minutes shall not be read prior to adoption. Any person may rise to point out errors or omissions in the draft, and additions and corrections shall be made prior to adoption upon motion by any Trustee or at the request of the Clerk. The minutes as approved shall constitute the official journal of the proceedings of the Corporate Authorities.

B. Contents. The minutes shall include all motions made and all actions taken by the Corporate Authorities, including the maker and seconder, and shall indicate all matters taken up, even when no action is taken. All roll call votes shall be recorded, and voice votes so indicated. All persons presenting matters or speaking to any item shall be indicated. All rulings shall be noted. Summaries of points made and discussions shall be included at the direction of the Corporate Authorities. Any member of the Corporate Authorities may dissent from any action taken and have the reasons therefor included in the minutes.

C. Subsequent Additions and Corrections. If any errors or omissions are discovered in minutes previously approved, such minutes may be corrected by a written correction thereto adopted by a majority of the Corporate Authorities. The Clerk shall distribute to the members of the Corporate Authorities a statement of the correction and the reason therefor. It shall not be necessary to reconsider the approval of the minutes previously adopted. However, no minutes shall be corrected so as to indicate a change in the result of any vote on any ordinance, budget or expenditure item, or contract approval, from the result announced by the Village President at the meeting.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.140 - Debate and discussion.

A. Discussion. All items of business on the agenda of a meeting shall be open for discussion and debate by the Corporate Authorities upon being called by the Village President. Upon the sole discretion of the Village President, the Village President may call upon Village staff to discuss, debate, or provide information relating to any and all items of business on the meetings agenda.

B. Previous Question. Whenever a motion is pending, debate shall be closed by the Village President when the issue is exhausted or the points raised become repetitious or dilatory. Any Trustee may move the previous question at any time and, if carried by a two-thirds vote, such motion shall terminate all discussion and debate. A motion to move the previous question is not debatable.

C. No person shall speak unless recognized by the Village President. All discussion and debate shall be courteous, respectful, and to the point. Remarks shall be addressed to the Village President.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.150 - Motions to table, defer, or remove from agenda.

A. Tabling. A motion to table shall dispose of an item of business, which shall not again be considered until the item is removed from the table. Tabling of a specific proposal shall not, however, preclude future consideration of a similar, but substantively different, proposal as a different item. Tabling of a subject matter shall bar the entire subject from any future consideration until removed from the table by action of the Corporate Authorities.

B. Removing from Table. No matter may be removed from the table except upon motion adopted by a majority vote of the Corporate Authorities. No matter which is not on the agenda of a meeting may be removed from the table except by motion adopted by a majority vote of the Corporate Authorities then present. No matter previously tabled may be added to the agenda during the same meeting it is to be considered for passage or adoption.

C. Defer. A motion to defer consideration shall defer all consideration of an item until a later time, date or the occurrence of an event.

D. Remove. A motion to remove from agenda shall terminate all consideration of the item at the meeting, and shall not direct or imply any direction with regard to consideration at any future meeting.

EXHIBIT A

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.160 - Practice—Generally.

A. Motions. No motion shall be put to a vote unless it is seconded. Neither the maker nor seconder of a motion shall be required to vote in favor of the motion.

B. Withdrawal of Motions—Seconds. The maker of a motion may withdraw it any time before the commencement of the vote, without the approval of the seconder. The seconder may thereupon renew the motion and seek a new seconder; if the seconder does not renew the motion, any other Trustee may then do so. A seconder of a motion may withdraw his second at any time before the commencement of the vote.

C. Amendment of Motions. The maker of a motion may amend his motion, with the concurrence of the seconder, at any time prior to the commencement of the vote.

D. Motions to Amend and to Fill Blanks.

1. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be entertained.

2. An amendment modifying the intention of a proposition shall be in order; but an amendment not germane to the subject of the pending proposition shall not be in order.

3. On an amendment to "strike out and insert," the paragraph to be amended shall first be read as it stands, then the words proposed to be stricken out, then those to be inserted, and finally the paragraph as it will stand if so amended shall be read.

E. Division of Questions. A question which is divisible shall be divided upon a motion to divide adopted by the Corporate Authorities, and not otherwise. A question shall be divisible only if it contains more than one distinct proposition, and only if all of the divided propositions are each capable of complete and independent adoption or passage. However, no ordinance shall be divisible.

F. Motion to Substitute. A substitute for any original proposition under debate or for any pending amendment to such proposition may be entertained by motion. If accepted by the Corporate Authorities by majority vote, the substitute motion shall entirely supersede such original proposition or amendment, as the case may be.

G. Reconsideration.

1. A vote or question may be reconsidered at any time during the same meeting, or at the first regular meeting held thereafter. A vote or question may be reconsidered or a matter rescinded at a special meeting held prior to the next regular meeting but only if there are present at such special meeting as many members of the Corporate Authorities as were present when the original vote was taken. Where a motion to reconsider is made at the same meeting as the passage of the original motion it may be postponed to a later date certain.

2. A motion for reconsideration having been made and decided in the negative or tabled shall not be renewed, nor shall a motion to reconsider be reconsidered.

3. A motion to reconsider must be made by a Trustee who voted on the prevailing side of the question to be reconsidered. Any Trustee may second a motion to reconsider. Any vote upon a motion to reconsider shall be by roll call vote.

H. Rescinding and Repeal. No resolution or other written proposition shall be subsequently rescinded except by adoption of a written resolution or other written proposition. No ordinance or provision of an ordinance shall be repealed except by a subsequent ordinance which expressly and specifically affects such repeal. No ordinance shall be construed to repeal any previous ordinance by implication, notwithstanding any inconsistency or conflict between them; in such cases, the subsequent ordinance shall supersede the prior ordinance and shall govern those situations to which it is applicable to the extent of such conflict or inconsistency, and the prior ordinance provisions shall remain applicable to all other situations, circumstances and applications as to which it has not been superseded.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.170 - Voting procedure.

A. Roll Call Votes. A roll call vote by ayes and nays shall be taken on any motion:

1. To pass ordinances, approve contracts, authorize expenditures, adopt or amend the budget, or waive competitive bidding;
2. Which any majority greater than a simple majority of the members of the Corporate Authorities present is required;
3. Required by State law to be by record vote;
4. To reconsider a roll call vote or to pass, adopt or approve any ordinance, resolution or motion over the veto of the president;
5. To appeal the ruling of the chair;
6. At the request of any member of the Corporate Authorities.

B. Putting the Question. The Village President shall put the question on all votes. The question shall not be restated or read by the Clerk unless directed by the Village President or requested by a Trustee.

C. Voting. Each Trustee shall vote in the order of their seniority on the Village Board. The Village President, when authorized to vote, shall always vote last. When the Clerk calls on a member to vote, the member of the Corporate Authorities may take one minute to explain his or her reasons. Any Trustee may change his or her vote until the Clerk announces the tally, which shall be announced as soon as the tally is complete unless a member is recognized to change their vote. Every Trustee shall vote aye or nay on every roll call, and shall not abstain unless he or she declares a conflict of interest, as defined under State law or the Village ordinances. A Trustee who does not vote, or who requests an abstention without announcing a de jure conflict of interest, or who votes "pass" or "present" shall be recorded, at the conclusion of the roll call, voting with the majority on the particular question.

D. Effect of Not Voting. Except for instances of de jure conflicts of interest, and except for a motion to appeal the ruling of the Village President, failure or refusal to vote by a Trustee in attendance shall constitute concurrence in the vote of the majority who did vote on the question involved.

E. The passage of any resolution or motion: (1) not creating any liability against the Village; or (2) not for the expenditure or appropriation of its money; or (3) any other matter not required by statute or by Village ordinance to receive any particular vote shall require the concurrence of a majority of all members of the Corporate Authorities present. The Village President shall not vote on any such resolution or motion except the following: (a) where the vote of the Trustees has resulted in a tie; or (b) where one-half of the Trustees present have voted in favor of the resolution or motion even though there is no tie vote.

F. The Village President shall announce the result of every vote, whereupon no further discussion, debate, or explanation of votes shall be in order on the question voted, except on a motion to reconsider, made and seconded.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.180 - - General rules and decorum.

A. The Village President shall decide all questions of order, and in all cases where these rules are not applicable, the Corporate Authorities shall be governed by parliamentary law as set forth in Robert's Rules of Order Newly Revised, latest edition.

B. Trustees discussing a question or item shall address the Village President, and no Trustee shall proceed with his or her remarks until recognized and named by the Village President. He or she shall confine themselves to the questions under debate avoiding personalities and refrain from impugning the motives of any other member's argument or vote.

C. The Village President may designate the maximum amount of time which may be devoted to the debate or discussion on any matter of business appearing on the agenda or any item that is raised by a Trustee or by staff or by any other person coming before the Board unless otherwise specifically set forth herein. Before discussion may continue beyond the designated time a majority of the Trustees present must first agree to continue the debate for a specific additional amount of time. A motion to continue the debate shall be non-debatable.

D. The Village President shall maintain order and decorum at all times during meetings of the Corporate Authorities. The Village President shall call to order any Trustee who transgresses these rules, and shall admonish all other persons who do not abide by these rules or the Village ordinances.

E. No person shall interrupt the person who has the floor, except the Village President.

F. No member shall speak more than twice on any agenda item that was on the published agenda, unless the Village President permits additional comments for an amount of time determined by the Village President. No member shall speak longer than ten minutes at any one time, and not again until every other member desiring to speak shall have had an opportunity to do so.

G. While a member is speaking, no member shall disturb the meeting or hamper the transaction of business. Members shall refrain from openly sending or receiving text messages during the meeting. Member's cell phones and similar devices shall be kept on "silent" and off the dais so as to not be distractive to either the public or the Corporative Authorities.

H. A member when called to order by the Village President shall thereupon discontinue speaking and the order or ruling of the Village President shall be binding and conclusive, subject only to the right of appeal. Any member may appeal to the Board of Trustees from a ruling of the Village President pursuant to Section 2.02.200.

I. Any member acting or appearing in a lewd or disgraceful manner, or who uses abusive, disrespectful or disgraceful, obscene or insulting language to or about any member of the Board of Trustees or a member of staff, or who does not obey the order of the Village President, or persists in disorderly, disruptive conduct shall be, on motion, censured by a majority vote of the members present. Any member who interferes with the orderly conduct of the meeting or who persists in disorderly, disruptive conduct may be expelled from the meeting by a two-thirds vote of all members elected.

J. The Village President shall eject from the meeting any person, other than an elected official, who interferes with the orderly conduct of the meeting or who persists in disorderly, disruptive conduct and may call on any officer of the police department for assistance.

K. 1. Meetings of the Corporate Authorities may be sound recorded, photographed, filmed or televised by representatives of any news medium, as defined in Section 8-902 of the Illinois Code of Civil Procedure (735 ILCS 5/8-902), as now or hereafter amended, or as may otherwise be authorized under the Illinois Open Meetings Act.

2. However, no flashbulbs, flood lights or similar lighting may be used during meetings of the Corporate Authorities without the approval of the Village President. No person may disrupt a meeting or interfere with the orderly communication among or the unobstructed vision of the participants in the meeting, or of the general public in attendance.

3. Photographic and television equipment may be restricted by the Village President to designated areas of the room in which a meeting is being conducted, but such area must have a clear view of the proceedings.

4. No person shall take photographs or make other visual recordings of any meeting until he or she has informed the Village President of such intent.

L. Whenever the Corporate Authorities sits as a tribunal or conducts a hearing at which witnesses are to testify, and a witness asserts the right under state or federal law to refuse to testify if the proceedings are to be broadcast, televised or photographed, the Village President shall direct that all such photographing, broadcasting and televising cease during the testimony of the witness, and the Village President shall enforce such order by all lawful means.

M. When preparing for any meeting of the Corporate Authorities, members should, to the greatest extent possible, direct questions ahead of time to the Village Manager, or designee, so that staff can provide the desired information at the Corporate Authorities meeting.

(Ord. No. 2010-25, § 2, 5-3-2010)

EXHIBIT A

2.02.190 - Appeals.

Any Trustee may appeal from a ruling of the Village President. If the appeal is seconded, only the Trustee moving the appeal may speak to the motion, but the Village President may explain his ruling. Otherwise there shall be no discussion or debate. The Village President shall put the question: "Shall the decision of the Chair be sustained?" If a majority of the members present vote "no," the decision of the Chair shall be overruled; otherwise, it shall be sustained.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.200 - Suspension of rules.

The rules of order of the Corporate Authorities may be suspended by motion adopted by a two-thirds vote of the Corporate Authorities then holding office, except that any suspension of a rule or procedure requiring a greater vote shall require that same vote. However, no requirement or procedure imposed by any State law which is a limitation on municipal home rule units may be suspended. Any such motion must specify the matters to which the suspension applies. No suspension of the rules of procedure shall extend beyond the meeting at which the motion is made.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.210 - Rules of order.

The rules of order of the Corporate Authorities of the Village of Buffalo Grove shall consist of the provisions of this Chapter and, except where inconsistent or in conflict with this Chapter or with Illinois law, the provisions of Robert's Rules of Order Newly Revised, latest edition, to the extent otherwise applicable.

(Ord. No. 2010-25, § 2, 5-3-2010)

Chapter 2.02 - PROCEDURES OF THE CORPORATE AUTHORITIES[2]

Footnotes:

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Editor's note— Ord. No. 2010-25, § 2, adopted May 3, 2010, amended Chapter 2.02 in its entirety to read as herein set out. Former Chapter 2.02, §§ 2.02.010—2.02.110, pertained to the Board of Trustees and derived from Ord. 58-1, adopted 1958; Ord. 59-14, adopted 1959; Ord. 72-31, adopted 1972; Ord. 77-43, adopted 1977; Ord. 93-35, adopted 1993; Ord. 99-80, adopted 1999; Ord. 2002-37, adopted 2002; ; and Ord. 2007-70, adopted 2007.

2.02.010 - Meetings.

A. Regular Meeting Dates. The Corporate Authorities shall hold regular meetings on the first and third Mondays of each month. However, if such meeting date falls on a legal holiday, on which legal holiday the Village offices are closed for Village business, the meeting shall be held on the next following day which is not a legal holiday and on which day the Village offices are open for Village business or on such other day as approved by the Corporate Authorities. "Legal holiday" includes any day designated as a state or national legal holiday.

B. Meeting Times. All meetings of the Corporate Authorities, whether in a regular or special meeting or in a meeting of the committee of the whole, shall commence at the hour of 7:30 p.m., unless a different time is fixed for a particular meeting and proper notice given of such time.

C. Meeting Place. All meetings of the Corporate Authorities shall be held in the Council Chambers of the Village Municipal Hall, unless some other place has previously been fixed for a particular meeting and proper notice given of such place.

D. Committee of the Whole.

1. The Corporate Authorities regular schedule of meetings of the committee of the whole shall be on the second and fourth Mondays of each month. Committee of the whole meetings may be scheduled at such other times as may be directed by action of the Corporate Authorities or the Village President. No final action may be taken at a meeting of the committee of the whole. However, the committee of the whole may direct that items taken up in the committee be placed on the agenda of the Corporate Authorities at a regular meeting or removed therefrom. For purposes of notice requirements, agenda, and meeting times, committee of the whole meetings shall be treated as a meeting of the Corporate Authorities.

2. There shall be placed on the agenda of a committee of the whole meeting an item entitled questions from the audience. Members of the public, during the questions from the audience, may address the committee with comments regarding only those items that are relevant to Village business. No person shall speak for more than ~~five~~three minutes without consent of the Village President. The Village President shall strictly

restrain comments and questions to matters that are relevant to Village business and shall not permit repetitious comments or arguments.

E. Presiding Officer. The Village President shall be the presiding officer at all meetings of the Board of Trustees and at all times when the Board meets as a committee of the whole.

F. Quorum. A quorum of the Corporate Authorities shall consist of not less than four Trustees or three Trustees and the Village President; provided that a lesser number may adjourn a meeting to a later date.

G. Adjournment. Every meeting of the Corporate Authorities shall adjourn, or shall recess to a later day by 11:30 p.m., unless a majority of the Trustees present agree to continue the meeting by motion for a specific additional amount of time or to continue the meeting to the completion of the agenda or to the completion of any item of business specified in the motion. A motion to continue the meeting shall be non-debatable except as to the amount of time. Any matter not disposed of shall be placed on the agenda for the next regular meeting unless deferred by a majority of the Corporate Authorities present.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.020 - Special meetings.

A. Calling. Special meetings of the Corporate Authorities may be called by the Village President or by any three Trustees.

B. Special Notice. Special meetings shall require at least forty-eight hours' advance public notice, which notice shall include the agenda for the special meeting.

C. Only items of business that have been set forth upon the agenda of the special meeting shall be considered at the special meeting. This provision shall not prohibit the Corporate Authorities from discussing any item in executive session as allowed by law.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.030 - President Pro Tem.

A. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint the senior Trustee as President Pro Tem. Seniority shall be based on the most continuous time served as a Trustee. In the event that more than one Trustee has equal seniority, the Trustees having equal seniority shall draw lots to determine who shall hold the position of President Pro Tem.

B. The President Pro Tem shall perform the duties pertaining to the office of the Village President during an absence or disability of the Village President. The Village President shall be deemed absent when he/she is outside of the state or otherwise unavailable, within one hour's notification of the need to exercise the powers of his/her office by the Village Manager or designee.

C. If the absence or disability of the Village President lasts longer than thirty days, the Board of Trustees shall then elect one of its members to act as President Pro Tem at the first Board meeting occurring at least thirty days after said notice.

D. The President Pro Tem shall serve until any of the following occurs:

1. Such person resigns as President Pro Tem, or
2. Such person is no longer a Village Trustee, or
3. A successor is chosen, pursuant to subsection A hereof, following the next general municipal election, or
4. An affirmative vote of the majority of the Trustees then holding office to remove the President Pro Tem, or
5. A successor is chosen pursuant to subsection C hereof.

E. In the event the Village President fails to attend a meeting of the Village Board, the President Pro Tem shall act as a temporary chairman for the meeting of the Village Board, and while so serving as temporary chairman, shall have only the power of a presiding officer and a right to vote in the capacity as Trustee on any ordinance, resolution, or motion. In the absence of the Village President and President Pro Tem from a meeting, the Board of Trustees may elect one of their members to act as a temporary chairman.

F. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint a Village Treasurer.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.040 - Public notice of meetings.

A. Annual Notice. The Village Clerk shall, at the beginning of each calendar year, prepare, post in the Village Hall in a public place, and make available to the public a schedule of regular meetings for the year. The schedule shall state the regular dates, time and place of the regular meetings and all regularly scheduled meetings of the committee of the whole.

B. Special, Rescheduled, and Reconvened Meetings. The Village Clerk shall give notice of all special meetings, all rescheduled regular meetings, and all reconvened meetings at least forty-eight hours prior to such meetings. Notice shall not be required of any reconvened meeting, if the meeting is to reconvene within twenty-four hours or if the time of reconvening is announced at the original meeting and there is no change in the agenda.

C. Changes in Schedule. The Village Clerk shall give notice of any change in the regular meeting dates of the Corporate Authorities prior to the first meeting held under the changed schedule. In addition to the notice required under subsection D of this section, the Clerk shall publish the notice of change in schedule in a newspaper of general circulation in the Village.

D. All notices required under this section shall be given to any news medium that has filed an annual request for such notice and shall be posted on the Village's website pursuant to the Illinois Open Meetings Act ("Act").

E. The Corporate Authorities shall comply with the minimum notice requirements of the Act. The Village Clerk shall give any additional notices, and shall comply with any additional requirements of the Act, as may be provided in addition to the requirements of this section.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.050 - All meetings open.

A. Open Meetings. All meetings of the Corporate Authorities, including meetings of the committee of the whole or other committees shall be open to the public, except for executive sessions held in accordance with subsection B of this section and the Act.

B. Executive Sessions. Executive sessions closed to the public may be held only in connection with those subjects exempt from public meetings or authorized for closed sessions under the Act. No executive session may be held unless the Corporate Authorities by motion determine to hold such session. The committee of the whole may move to hold its proceedings in executive session whenever appropriate subjects are to be considered, but the motion must be made in a public meeting.

C. Debate on Executive Sessions. Whenever a matter appropriate for consideration in an executive session is requested to be taken up in an executive session by the Village Manager, by any member of the Corporate Authorities, by the Village Attorney, or by any person affected by the matter to be considered, the Corporate Authorities shall consider the request.

Pending a decision by the Corporate Authorities whether to hold an executive session as requested, or at a later time, or whether to consider the matter in an open meeting, the members of the Corporate Authorities shall refrain from public discussion of the substance of the matter. Any subject matter committed to executive session shall be confidential. No public disclosure of the Corporate Authority's discussions held or any decisions made in executive session shall be made until the matter is made public by announcement, publication or official action by or at the direction of the Corporate Authorities or the Village Manager.

D. A motion to go into executive session may be made at any time during an open meeting of the Corporate Authorities, whether or not an executive session has been scheduled on the agenda, but shall be out of order if the subject matter is not eligible to be considered at an executive session pursuant to the Act.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.060 - Order of business.

A. Standing Orders. The standing order of business for all regular meetings of the Corporate Authorities shall be:

1. Call to order;
2. Pledge of allegiance;
3. Roll call for attendance;
4. Approval of the minutes of the previous meetings;
5. Approval of warrant;
6. Village President's Report;

7. Village Manager's Report;

~~8. Questions from the audience;~~

~~9.~~8. Special business;

~~10.~~9. Reports from Trustees;

~~11.~~10. Consent agenda;

~~12.~~11. Ordinances and resolutions;

~~13.~~12. Unfinished business;

13. New business;

14. Questions from the audience;

15. Executive session;

16. Action on executive session items, if required;

17. Adjournment.

B. Procedure. All items of business shall be considered in the order in which they are listed on the agenda, and all orders of business shall be taken up in the standing order. The order of business may be changed, or an item taken up before its place on the agenda at the discretion of the Village President.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.070 - Subjects of orders of business.

The following restrictions shall apply to the orders of business indicated:

A. Questions from the Audience.

1. For non-agenda items, members of the general public may address the Corporate Authorities with concerns or comments regarding issues that are relevant to Village business. Issues that are not relevant to Village business shall not be allowed and shall not include any disrespectful remarks or comments relating to individuals. All members of the public addressing the Corporate Authorities shall, at all times, maintain proper decorum. All public comment shall be addressed to the Corporate Authorities as a whole, and no comments shall be addressed to individual members of the Corporate Authorities, Village staff or other members of the public. Speakers shall use every attempt to not be repetitive of points that have been made by others. Individual citizens may be allotted up to ~~ten~~three minutes as determined by the Village President to present their points unless in the Village President's discretion more time is allotted.

2. Debate or general discussion by the Corporate Authorities on any matters raised during questions from the audience shall only be as allowed by the Village President. The Corporate Authorities may refer any matter of public comment to the Village Manager, Village staff, or an appropriate agency for review, or may place the matter on a subsequent agenda for discussion.

3. For agenda items, comments may be made during the agenda item, when recognized by the Village President. Individual citizens may be allotted up to ~~five~~three minutes by the Village President to present their points unless a longer time is approved by the Village President.

B. Reports from Trustees. Trustee reports shall generally be limited to reporting on committees or commissions or announcements or comments of general community interest. In the event that a Trustee has an issue to present that is not on the agenda, or requests action on a matter, he or she shall do so under New Business subject to the requirements of this Chapter. The Village President can direct that Trustee matters be heard under New Business. Trustee reports shall be limited to ten minutes unless otherwise approved by the Village President.

C. New Business. In the event that the Village President or a Trustee brings up a topic or issues for new business, he or she shall be limited to a maximum of five minutes for presentation of the item of new business and to make any motion to put the item on a future agenda. In the event that any such motion is seconded and passed, the item can be placed on a future agenda. Discussion on such a motion to put the issue on a future agenda shall be limited to five minutes for each Trustee desiring to speak. No action shall be taken on any issue that is brought up other than placing it on a future agenda. In the event there is no motion to place the item on a future agenda, any comments by other Trustees on the topic shall be limited to a maximum of five minutes.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.080 - Agenda.

A. Contents. The agenda for a meeting shall contain all of the items of business to be considered by the Corporate Authorities at such meeting. No final action shall be taken on any item which is not properly on the agenda. The agenda shall contain all items of business under the proper order of business.

B. Preparation. The agenda shall be prepared under the direction of the Village Manager, and shall include such matters as the Manager or Village President shall determine, matters previously set by the Corporate Authorities for the particular meeting, including matters postponed to such date, and matters requested by at least two Trustees.

C. Supplemental Agendas. The Manager may, at his discretion, and shall at the request of the Village President or any two Trustees, issue a supplemental agenda no later than the Friday preceding the regular meeting. Supplemental agendas shall be distributed with all necessary materials to be considered at the meeting.

D. Distribution of Agendas. As soon as the final agenda is issued for any meeting of the Corporate Authorities, it shall be posted in a public place in the Village Hall, distributed to the members of the Corporate Authorities and to all Village departments, and made available to the public. Copies of the agenda shall also be available to the public at the meeting.

E. Committee of the whole agendas. All committee of the whole agendas shall be prepared and distributed and shall have the same effect as herein provided for agendas of regular meetings of the Corporate Authorities. Committee of the whole agendas may be issued up to forty-eight hours before the meeting.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.090 - Consent agenda.

A consent agenda shall be prepared under the direction of the Village Manager, and shall include such matters as the Manager shall determine are routine. All items listed on the consent agenda will be enacted by one motion and one vote, which shall be a roll call vote. No separate discussion of any items listed on the consent agenda will occur unless the Village President, a Trustee, or a citizen so requests, in which event the item will be removed from the consent agenda and considered individually after all other items of business on the regular agenda under new business.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.100 - Changes to agenda.

A. Removal. Any matter included on an agenda may be removed from the agenda by the Corporate Authorities. Such motion shall be in order at any time the item is before the meeting. Removal of an item from the agenda shall not affect its subsequent inclusion on a later agenda.

B. Additions. Any matter not included on an agenda or a supplemental agenda for a meeting may be added by a majority vote of the Corporate Authorities. Any added matter shall only be for discussion purposes; no final action may be taken by the Corporate Authorities on any matter not on the published agenda.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.110 - Ordinances—Resolutions.

A. Ordinances. No ordinance shall be considered by the Corporate Authorities until it has been reviewed by the Village Manager and approved as to form by the Village Attorney.

B. Resolutions. No resolution shall be considered unless it has been reduced to writing and reviewed by the Village Manager and approved as to form by the Village Attorney.

C. Amendment. Any ordinance, resolution or contract may be amended, or blanks therein filled, upon motion adopted by the Corporate Authorities at any time before final passage.

D. Reading. No ordinance, resolution or contract need be read at large prior to consideration or action by the Corporate Authorities.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.120 - Ordinances amending the Buffalo Grove Municipal Code.

A. An ordinance which proposes to amend the text of any existing section of the Buffalo Grove Municipal Code shall set forth the entire existing text of such section, and shall indicate the changes to be made in such section by underscoring new text to be added thereto, and by lining through an existing text to be deleted or repealed by the amendatory ordinance.

B. Whenever an entirely new section is to be added to the Buffalo Grove Municipal Code, the amendatory ordinance so proposing may indicate such intent by bracketing the entire text of the proposed section, in lieu of underlining its text.

C. Whenever an ordinance proposes to repeal an entire section of the Buffalo Grove Municipal Code, or to re-section an existing section with another section number, the amendatory ordinance so proposing need not reproduce the text of such section nor show such text as deleted.

D. In any ordinance amending the Buffalo Grove Municipal Code, if any existing text of any existing section being amended therein is not set out, and is not shown in the amendatory ordinance as being deleted or repealed, then such omitted text shall remain as part of the Buffalo Grove Municipal Code the same as if such amendatory ordinance had not been passed.

E. The requirements of this section shall not apply to any ordinance which contains entirely new matter, and which does not by its terms amend, add to, or repeal provisions of the Buffalo Grove Municipal Code.

F. Ordinances of the Village of Buffalo Grove shall be construed in accordance with the drafting requirements imposed by this section. Failure of any ordinance hereafter to comply with the requirements of this section shall not invalidate such ordinance.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.130 - Minutes.

A. Procedure—Clerk. The Village Clerk shall keep draft minutes of all official meetings of the Corporate Authorities, which shall be reduced to writing and submitted to the next regular meeting for correction and approval. Unless directed by the Corporate Authorities, the minutes shall not be read prior to adoption. Any person may rise to point out errors or omissions in the draft, and additions and corrections shall be made prior to adoption upon motion by any Trustee or at the request of the Clerk. The minutes as approved shall constitute the official journal of the proceedings of the Corporate Authorities.

B. Contents. The minutes shall include all motions made and all actions taken by the Corporate Authorities, including the maker and seconder, and shall indicate all matters taken up, even when no action is taken. All roll call votes shall be recorded, and voice votes so indicated. All persons presenting matters or speaking to any item shall be indicated. All rulings shall be noted. Summaries of points made and discussions shall be included at the direction of the Corporate Authorities. Any member of the Corporate Authorities may dissent from any action taken and have the reasons therefor included in the minutes.

C. Subsequent Additions and Corrections. If any errors or omissions are discovered in minutes previously approved, such minutes may be corrected by a written correction thereto adopted by a majority of the Corporate Authorities. The Clerk shall distribute to the members of the Corporate Authorities a statement of the correction and the reason therefor. It shall not be necessary to reconsider the approval of the minutes previously adopted. However, no minutes shall be corrected so as to indicate a change in the result of any vote on any ordinance, budget or expenditure item, or contract approval, from the result announced by the Village President at the meeting.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.140 - Debate and discussion.

A. Discussion. All items of business on the agenda of a meeting shall be open for discussion and debate by the Corporate Authorities upon being called by the Village President. Upon the sole discretion of the Village President, the Village President may call upon Village staff to discuss, debate, or provide information relating to any and all items of business on the meetings agenda.

B. Previous Question. Whenever a motion is pending, debate shall be closed by the Village President when the issue is exhausted or the points raised become repetitious or dilatory. Any Trustee may move the previous question at any time and, if carried by a two-thirds vote, such motion shall terminate all discussion and debate. A motion to move the previous question is not debatable.

C. No person shall speak unless recognized by the Village President. All discussion and debate shall be courteous, respectful, and to the point. Remarks shall be addressed to the Village President.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.150 - Motions to table, defer, or remove from agenda.

A. Tabling. A motion to table shall dispose of an item of business, which shall not again be considered until the item is removed from the table. Tabling of a specific proposal shall not, however, preclude future consideration of a similar, but substantively different, proposal as a different item. Tabling of a subject matter shall bar the entire subject from any future consideration until removed from the table by action of the Corporate Authorities.

B. Removing from Table. No matter may be removed from the table except upon motion adopted by a majority vote of the Corporate Authorities. No matter which is not on the agenda of a meeting may be removed from the table except by motion adopted by a majority vote of the Corporate Authorities then present. No matter previously tabled may be added to the agenda during the same meeting it is to be considered for passage or adoption.

C. Defer. A motion to defer consideration shall defer all consideration of an item until a later time, date or the occurrence of an event.

D. Remove. A motion to remove from agenda shall terminate all consideration of the item at the meeting, and shall not direct or imply any direction with regard to consideration at any future meeting.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.160 - Practice—Generally.

A. Motions. No motion shall be put to a vote unless it is seconded. Neither the maker nor seconder of a motion shall be required to vote in favor of the motion.

B. Withdrawal of Motions—Seconds. The maker of a motion may withdraw it any time before the commencement of the vote, without the approval of the seconder. The seconder may thereupon renew the motion and seek a new seconder; if the seconder does not renew the motion, any other Trustee may then do so. A seconder of a motion may withdraw his second at any time before the commencement of the vote.

C. Amendment of Motions. The maker of a motion may amend his motion, with the concurrence of the seconder, at any time prior to the commencement of the vote.

D. Motions to Amend and to Fill Blanks.

   1. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be entertained.

   2. An amendment modifying the intention of a proposition shall be in order; but an amendment not germane to the subject of the pending proposition shall not be in order.

   3. On an amendment to "strike out and insert," the paragraph to be amended shall first be read as it stands, then the words proposed to be stricken out, then those to be inserted, and finally the paragraph as it will stand if so amended shall be read.

E. Division of Questions. A question which is divisible shall be divided upon a motion to divide adopted by the Corporate Authorities, and not otherwise. A question shall be divisible only if it contains more than one distinct proposition, and only if all of the divided propositions are each capable of complete and independent adoption or passage. However, no ordinance shall be divisible.

F. Motion to Substitute. A substitute for any original proposition under debate or for any pending amendment to such proposition may be entertained by motion. If accepted by the Corporate Authorities by majority vote, the substitute motion shall entirely supersede such original proposition or amendment, as the case may be.

G. Reconsideration.

   1. A vote or question may be reconsidered at any time during the same meeting, or at the first regular meeting held thereafter. A vote or question may be reconsidered or a matter rescinded at a special meeting held prior to the next regular meeting but only if there are present at such special meeting as many members of the Corporate Authorities as were present when the original vote was taken. Where a motion to reconsider is made at the same meeting as the passage of the original motion it may be postponed to a later date certain.

   2. A motion for reconsideration having been made and decided in the negative or tabled shall not be renewed, nor shall a motion to reconsider be reconsidered.

3. A motion to reconsider must be made by a Trustee who voted on the prevailing side of the question to be reconsidered. Any Trustee may second a motion to reconsider. Any vote upon a motion to reconsider shall be by roll call vote.

H. Rescinding and Repeal. No resolution or other written proposition shall be subsequently rescinded except by adoption of a written resolution or other written proposition. No ordinance or provision of an ordinance shall be repealed except by a subsequent ordinance which expressly and specifically affects such repeal. No ordinance shall be construed to repeal any previous ordinance by implication, notwithstanding any inconsistency or conflict between them; in such cases, the subsequent ordinance shall supersede the prior ordinance and shall govern those situations to which it is applicable to the extent of such conflict or inconsistency, and the prior ordinance provisions shall remain applicable to all other situations, circumstances and applications as to which it has not been superseded.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.170 - Voting procedure.

A. Roll Call Votes. A roll call vote by ayes and nays shall be taken on any motion:

1. To pass ordinances, approve contracts, authorize expenditures, adopt or amend the budget, or waive competitive bidding;
2. Which any majority greater than a simple majority of the members of the Corporate Authorities present is required;
3. Required by State law to be by record vote;
4. To reconsider a roll call vote or to pass, adopt or approve any ordinance, resolution or motion over the veto of the president;
5. To appeal the ruling of the chair;
6. At the request of any member of the Corporate Authorities.

B. Putting the Question. The Village President shall put the question on all votes. The question shall not be restated or read by the Clerk unless directed by the Village President or requested by a Trustee.

C. Voting. Each Trustee shall vote in the order of their seniority on the Village Board. The Village President, when authorized to vote, shall always vote last. When the Clerk calls on a member to vote, the member of the Corporate Authorities may take one minute to explain his or her reasons. Any Trustee may change his or her vote until the Clerk announces the tally, which shall be announced as soon as the tally is complete unless a member is recognized to change their vote. Every Trustee shall vote aye or nay on every roll call, and shall not abstain unless he or she declares a conflict of interest, as defined under State law or the Village ordinances. A Trustee who does not vote, or who requests an abstention without announcing a de jure conflict of interest, or who votes "pass" or "present" shall be recorded, at the conclusion of the roll call, voting with the majority on the particular question.

D. Effect of Not Voting. Except for instances of de jure conflicts of interest, and except for a motion to appeal the ruling of the Village President, failure or refusal to vote by a Trustee in attendance shall constitute concurrence in the vote of the majority who did vote on the question involved.

E. The passage of any resolution or motion: (1) not creating any liability against the Village; or (2) not for the expenditure or appropriation of its money; or (3) any other matter not required by statute or by Village ordinance to receive any particular vote shall require the concurrence of a majority of all members of the Corporate Authorities present. The Village President shall not vote on any such resolution or motion except the following: (a) where the vote of the Trustees has resulted in a tie; or (b) where one-half of the Trustees present have voted in favor of the resolution or motion even though there is no tie vote.

F. The Village President shall announce the result of every vote, whereupon no further discussion, debate, or explanation of votes shall be in order on the question voted, except on a motion to reconsider, made and seconded.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.180 - ~~Finance Committee.~~

~~A. The Village of Buffalo Grove Finance Committee is an advisory body to the Corporate Authorities. The Finance Committee shall meet when called and shall study and make recommendations of specific matters related to the financial and fiscal performance of the Village as well as issues as assigned or as they occur that may have a fiscal impact on the Village. Meetings of the Finance Committee are open to other members of the Corporate Authorities.~~

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~~B. The Finance Committee shall consist of the Village President, Village Treasurer, Finance Portfolio Trustee, Village Manager and the Village's Director of Finance & General Services.~~

~~(Ord. No. 2010-25, § 2, 5-3-2010)~~

~~2.02.190~~ - General rules and decorum.

A. The Village President shall decide all questions of order, and in all cases where these rules are not applicable, the Corporate Authorities shall be governed by parliamentary law as set forth in Robert's Rules of Order Newly Revised, latest edition.

B. Trustees discussing a question or item shall address the Village President, and no Trustee shall proceed with his or her remarks until recognized and named by the Village President. He or she shall confine themselves to the questions under debate avoiding personalities and refrain from impugning the motives of any other member's argument or vote.

C. The Village President may designate the maximum amount of time which may be devoted to the debate or discussion on any matter of business appearing on the agenda or any item that is raised by a Trustee or by staff or by any other person coming before the Board unless otherwise specifically set forth herein. Before discussion may continue beyond the designated time a majority of the Trustees present must first agree to continue the debate for a specific additional amount of time. A motion to continue the debate shall be non-debatable.

D. The Village President shall maintain order and decorum at all times during meetings of the Corporate Authorities. The Village President shall call to order any Trustee who transgresses these rules, and shall admonish all other persons who do not abide by these rules or the Village ordinances.

E. No person shall interrupt the person who has the floor, except the Village President.

F. No member shall speak more than twice on any agenda item that was on the published agenda, unless the Village President permits additional comments for an amount of time determined by the Village President. No member shall speak longer than ten minutes at any one time, and not again until every other member desiring to speak shall have had an opportunity to do so.

G. While a member is speaking, no member shall disturb the meeting or hamper the transaction of business. Members shall refrain from openly sending or receiving text messages during the meeting. Member's cell phones and similar devices shall be kept on "silent" and off the dais so as to not be distractive to either the public or the Corporative Authorities.

H. A member when called to order by the Village President shall thereupon discontinue speaking and the order or ruling of the Village President shall be binding and conclusive, subject only to the right of appeal. Any member may appeal to the Board of Trustees from a ruling of the Village President pursuant to Section 2.02.200.

I. Any member acting or appearing in a lewd or disgraceful manner, or who uses abusive, disrespectful or disgraceful, obscene or insulting language to or about any member of the Board of Trustees or a member of staff, or who does not obey the order of the Village President, or persists in disorderly, disruptive conduct shall be, on motion, censured by a majority vote of the members present. Any member who interferes with the orderly conduct of the meeting or who persists in disorderly, disruptive conduct may be expelled from the meeting by a two-thirds vote of all members elected.

J. The Village President shall eject from the meeting any person, other than an elected official, who interferes with the orderly conduct of the meeting or who persists in disorderly, disruptive conduct and may call on any officer of the police department for assistance.

K. 1. Meetings of the Corporate Authorities may be sound recorded, photographed, filmed or televised by representatives of any news medium, as defined in Section 8-902 of the Illinois Code of Civil Procedure (735 ILCS 5/8-902), as now or hereafter amended, or as may otherwise be authorized under the Illinois Open Meetings Act.

2. However, no flashbulbs, flood lights or similar lighting may be used during meetings of the Corporate Authorities without the approval of the Village President. No person may disrupt a meeting or interfere with the orderly communication among or the unobstructed vision of the participants in the meeting, or of the general public in attendance.

3. Photographic and television equipment may be restricted by the Village President to designated areas of the room in which a meeting is being conducted, but such area must have a clear view of the proceedings.
4. No person shall take photographs or make other visual recordings of any meeting until he or she has informed the Village President of such intent.

L. Whenever the Corporate Authorities sits as a tribunal or conducts a hearing at which witnesses are to testify, and a witness asserts the right under state or federal law to refuse to testify if the proceedings are to be broadcast, televised or photographed, the Village President shall direct that all such photographing, broadcasting and televising cease during the testimony of the witness, and the Village President shall enforce such order by all lawful means.

M. When preparing for any meeting of the Corporate Authorities, members should, to the greatest extent possible, direct questions ahead of time to the Village Manager, or designee, so that staff can provide the desired information at the Corporate Authorities meeting.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.~~200~~190 - Appeals.

Any Trustee may appeal from a ruling of the Village President. If the appeal is seconded, only the Trustee moving the appeal may speak to the motion, but the Village President may explain his ruling. Otherwise there shall be no discussion or debate. The Village President shall put the question: "Shall the decision of the Chair be sustained?" If a majority of the members present vote "no," the decision of the Chair shall be overruled; otherwise, it shall be sustained.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.~~210~~200 - Suspension of rules.

The rules of order of the Corporate Authorities may be suspended by motion adopted by a two-thirds vote of the Corporate Authorities then holding office, except that any suspension of a rule or procedure requiring a greater vote shall require that same vote. However, no requirement or procedure imposed by any State law which is a limitation on municipal home rule units may be suspended. Any such motion must specify the matters to which the suspension applies. No suspension of the rules of procedure shall extend beyond the meeting at which the motion is made.

(Ord. No. 2010-25, § 2, 5-3-2010)

2.02.~~220~~210 - Rules of order.

The rules of order of the Corporate Authorities of the Village of Buffalo Grove shall consist of the provisions of this Chapter and, except where inconsistent or in conflict with this Chapter or with Illinois law, the provisions of Robert's Rules of Order Newly Revised, latest edition, to the extent otherwise applicable.

(Ord. No. 2010-25, § 2, 5-3-2010)

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Action Item : Lake Cook Water Main Addition

Recommendation of Action

Staff recommends approval.

Staff recommends granting authorization to the Village Manager to spend up to an additional $550,000.00 for Village water main within the Lake Cook Road project under the current agreement with the Cook County Department of Transportation and Highways (CCDOTH). If formal amendments are required to the agreement those will be presented to the Village Board for approval separately.

ATTACHMENTS:

- Water Main Memo R1 (DOCX)
- LakeCookWaterMainAddition (PDF)

Trustee Liaison	**Staff Contact**
Stein	Kyle Johnson, Engineering

Monday, August 17, 2020	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 12, 2020

TO: Jenny Maltas, Deputy Village Manager

FROM: Kyle Johnson, Civil Engineer II

SUBJECT: Water Main Addition to Lake Cook Road Project

The Lake Cook Road Improvement Project, led by the Cook County Department of Transportation and Highways, includes approximately $1.5 million dollars of improvements to the Village's water main system. The agreement for that work was previously approved by the Village Board in Resolution R2017-14. The project was planned over the last decade and beyond, but currently its six months into its two and half year long construction process.

Through our Water System Study, and some follow up engineering, it was discovered that an opportunity exists within the Lake Cook Road Project limits to make our water system more efficient at an effective cost. All the additional work is along Buffalo Grove Road, south of Lake Cook Road, with some elements stretching down Short Aptakisic Road and St. Mary's Road. By replacing or adjusting an existing 1100 feet of water main, an additional 1000 feet of fatigued main can be removed from the County's right-of-way permanently. This adjustment not only accomplishes approximately 2100 feet of improvement today, but it also lowers the Village's long term liability to maintain that main in another agency's a high traffic right-of-way.

The heightened incentive to adding this to the County's project is that the Village saves on

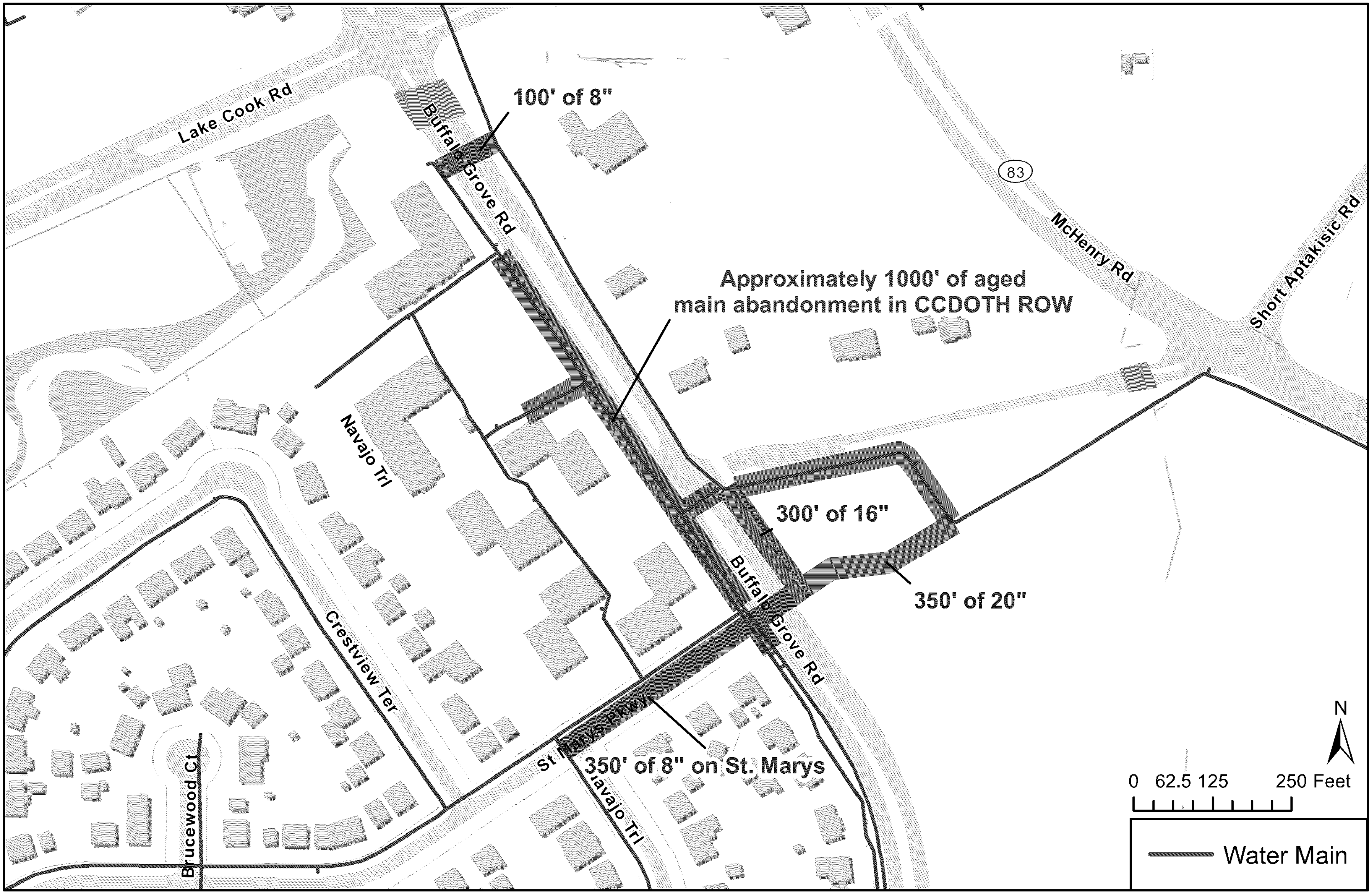
- overhead due to the scale of the County project
- restoration costs that are already a part of the County's project
- permit fees, obligations and nuances of working solely on a Village owned main in another agency's right-of-way
- the timing of the planning, processing and execution of our work in their jurisdictional area

With design nearly complete, the cost of these improvements is approximately $505,000.00, which makes the water main improvement cost about $240/linear foot of water main. Typical costs for main of this size in this location are around $400/linear foot.

At this time, the County is willing to move forward under our current agreement with a sign off from the Village through a letter detailing the obligations we'll commit to for this work. If any amendments are required to the existing agreement they will be brought back to the Village Board for approval.

Staff recommends giving authorization to the Village Manager to expend up to an additional $550,000.00 for Village water main within the Lake Cook Road project under the current agreement with the Cook County Department of Transportation and Highways. This value is approximately 10% above the existing estimate in order to allow for final design or construction changes. All funds will be from the Bond funds previously approved.

Lake Cook Road Project Water Main Addition



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

Recommendation of Action

N/A

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

Trustee Liaison
Ms. Sirabian

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, August 17, 2020	