Meeting of the Village of Buffalo Grove Village Board

Regular Meeting
August 15, 2022 at 7:30 PM

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

1. Call to Order

A. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Jul 18, 2022 7:30 PM

B. Village Board - Committee of the Whole - Aug 1, 2022 7:30 PM

C. Village Board - Special Meeting - Aug 8, 2022 5:30 PM

3. Approval of Warrant

A. Approval of Warrant #1344 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Appointment of Edward McKee Jr to the Board of Fire and Police Commissioners (President Sussman) (Staff Contact: Arthur Malinowski)

B. Proclamation Recognizing Jane Dibbern for Her Years of Service to the Village (President Sussman) (Staff Contact: Arthur Malinowski)

C. Recognizing Karen Danenberg and Howard Green (President Sussman) (Staff Contact: Dane Bragg)

D. Pedestrian Safety Presentation for a Girl Scout Silver Award (Trustee Stein) (Staff Contact: Darren Monico)

5. Village Manager's Report

A. Introduction of New Building Services Manager and Health Inspector (Trustee Stein, Trustee Pike) (Staff Contact: Nicole Woods)

B. Fire Department Badge Presentations (Trustee Pike) (Staff Contact: Mike Baker)

C. Ethics Commission Work Plan (Trustee Johnson) (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. O-2022-88 Vector Solutions Solutions Software (Trustee Pike) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends authorizing the Village Manager to execute an agreement with Vector Solutions in a total amount not to exceed $36,394.05, pending final review and approval by the Village Attorney.

B. O-2022-87 New Vehicle Radio Purchase (Trustee Pike) (Staff Contact: Mike Baker)

SUMMARY: Staff recommends that radio communications equipment be acquired through the State of Illinois Contract 24302, IL DIT7016660 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of $48,539.50 from Motorola Solutions.

C. O-2022-77 Ordinance Amending Chapter 5.20 Liquor Controls (President Sussman, Trustee Johnson) (Staff Contact: Jessie Brown)

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

D. O-2022-78 Bike Path Condition and Connectivity Study (Trustee Smith) (Staff Contact: Kyle Johnson)

SUMMARY: Staff recommends approval of the Gewalt Hamilton Associates engineering contract for a Bike Path Condition and Connectivity Study in an amount not to exceed $39,000.00 subject to review and approval by Village Attorney.

E. O-2022-79 Approval of an Inter-Governmental Agreement with Cook County for an Invest in Cook County Grant (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: The Village received a $40,000 grant towards the Arlington Heights Road Crosswalk. An Inter-Governmental Agreement is required with Cook County to receive the funds.

F. R-2022-11 Rescheduling Fireworks Event (Trustee Weidenfeld) (Staff Contact: Tom Wisniewski)

SUMMARY: Due to the cancellation of the fireworks, the Village Manager has signed an amendment to the Pyrotechnics contract necessitated due to rescheduling the event and staff is seeking ratification of the approval of the amendment to Pyrotecnico Fireworks, Inc., in an amount not to exceed $4,350.00. Pending final review and approval by the Village Attorney.

9. Ordinances and Resolutions

A. O-2022-80 Ordinance Providing for the Issuance of Approximately $19,000,000 General Obligation Bonds, Series 2022, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to Finance Capital Improvements in and for the Village Including, But Not Limited To, Purchasing and Improving a Building to Serve as a Public Works Facility, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof. (Trustee Weidenfeld) (Staff Contact: Chris Black)

B. O-2022-81 Ordinance Authorizing the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to Execute a Term Sheet with Northbrook Bank & Trust Company, National Association, Related to a Line of Credit to Finance Capital Improvements in and for the Village Including, But Not Limited To, Purchasing and Improving a Building to Serve as a Public Works Facility. (Trustee Weidenfeld) (Staff Contact: Chris Black)

C. O-2022-82 Ordinance Authorizing the Purchase of 1650 Leider Lane, Pursuant to the Terms and Conditions of the Agreement of Purchase and Sale (Trustee Smith) (Staff Contact: Chris Stilling)

D. O-2022-83 Ordinance Authorizing an Engineering Agreement with Gewalt Hamilton Associates, Inc. (Trustee Smith) (Staff Contact: Jim Warnstedt)

E. O-2022-84 Ordinance Approving Preliminary Plan with Zoning and Sign Variations for a Carwash at 301 N Milwaukee Avenue (Trustee Johnson) (Staff Contact: Nicole Woods)

F. O-2022-85 Arlington Heights Road Crosswalk Relocation (Trustee Pike) (Staff Contact: Darren Monico)

G. O-2022-86 Update Title 10 Traffic Ordinance (Trustee Pike) (Staff Contact: Darren Monico)

10. Unfinished Business

11. New Business

A. Pre-Application Discussion: Proposed Amphitheater and Park Improvements at Mike Rylko Park at 951 McHenry Road (Trustee Ottenheimer) (Staff Contact: Nicole Woods)

12. Questions From the Audience

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

13. Executive Session

A. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity. (President Sussman) (Staff Contact: Dane Bragg)

14. Adjournment

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

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

MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD VIA AUDIO/VIDEO CONFERENCING, MONDAY, JULY 18, 2022

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. This meeting is being conducted by audio/video conference, pursuant to the finding of the Village President, in accordance with the Open Meetings Act, that it is not practical or prudent to meet in person. Those present pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present via audio/video conferencing: President Sussman; Trustees Stein, Weidenfeld, Johnson, and Pike. Trustee Smith was physically present at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois. Trustee Ottenheimer was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Katie Golbach, Human Resources Management Analyst; Chris Black, Director of Finance; Christine Berman, Deputy Finance Director; Jim Warnstedt, Assistant Director of Public Works; Darren Monico, Village Engineer; and Geoff Tollefson, Director of Golf Operations.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Smith, to approve the minutes of the June 20, 2022, Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 4 – Weidenfeld, Johnson, Smith, Pike
NAYS: 0 – None
ABSTAIN: 1 – Stein
ABSENT: 1 – Ottenheimer
Motion declared carried.

WARRANT #1343

Mr. Black read Warrant #1343. Moved by Weidenfeld, seconded by Johnson, to approve Warrant #1343 in the amount of $4,299,874.57 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT'S REPORT

President Sussman extended the thoughts and prayers of our community to the residents and victims of the tragedy that occurred in **Highland Park** on July 4, 2022 and declared a moment of silence in their honor.

VILLAGE MANAGER'S REPORT

Mr. Black thanked Christine Berman and Josh Strangberg for all the work they put into preparing the **Fiscal Year 2021 Audit**. The financial audit is presented in the form of the Annual Comprehensive Financial Report, the purpose of which is to provide accurate and meaningful information concerning the Village's financial condition and performance.

Jamie Wilkey of Lauterbach and Amen also thanked staff involved on both the Village team and the firm's team for a job well done. Ms. Wilkey than reviewed a brief presentation on the audit, noting that Buffalo Grove received a clear and unmodified opinion, the highest opinion possible, as well as a AAA Bond Rating. A Certificate of Achievement in Financial Reporting from the Government Finance Officers Association for last year's audit was also awarded to Buffalo Grove.

Moved by Weidenfeld, seconded by Stein, to accept the 2021 Audit and Management Letter for 2021. Upon roll call, Trustees voted as follows:

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

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

CONSENT AGENDA

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

Resolution No. 2022-10 – Procurement Policy

Motion to pass Resolution No. 2022-10, revising the Procurement Policy.

Ordinance No. 2022-69 – 1200 Arlington Heights Road

Motion to pass Ordinance No. 2022-69, approving an Amendment to Ordinance No. 98-15, a Special Use to allow the installation of a second drive-through lane and a sign variation at McDonald's located at 1200 N. Arlington Heights Road.

Ordinance No. 2022-70 – 220 Milwaukee Avenue

Motion to pass Ordinance No. 2022-70, approving sign variations at Mi Mexico located at 220 Milwaukee Avenue.

Ordinance No. 2022-71 – Vernon Township

Motion to pass Ordinance No. 2022-71, approving an Intergovernmental Agreement between Vernon Township and the Village of Buffalo Grove to address the paving of Arlyd Road.

Fiscal Year 2022 Projects

Motion to authorize staff to seek competitive bids for various Fiscal Year 2022 projects.

Fiscal Year 2022 Bid Waivers

Motion to authorize staff to waive bids for a limited number of Fiscal Year 2022 projects and seek competitive proposals or negotiate for services.

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

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

ORDINANCE NO. 2022-72 – CONSTRUCTION MANAGER

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-72, authorizing the Village Manager to execute an agreement with Frederick Quin Corporation for Construction Manager at Risk Preconstruction Services in the amount of $20,000.00 pending review and approval by the Village Attorney.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in Mr. Wisniewski's memo to Mr. Bragg of July 14, 2022.

Jack Hayes, Project Executive at Frederick Quin, reviewed a video presentation highlighting a brief overview of their firm and to go over the benefits of the Construction Manager at Risk Preconstruction Services.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-73 – ARCHITECTURAL SERVICES

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-73, authorizing the Village Manager to execute an agreement with Wold Architects and Engineers for Architectural and Engineering Services in an amount not to exceed $990,486.00 pending review and approval by the Village Attorney.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in Mr. Wisniewski's memo to Mr. Bragg of July 14, 2022.

Matt Bickel, Wold Architects and Engineers, reviewed a video presentation highlighting a brief overview of their firm and reviewed the design phase of the project, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-74 – GOLF CAR LEASE

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2022-74, authorizing the Village Manager to perform all actions necessary to execute a six-year golf car lease agreement with E-Z-GO Division of Textron Inc, in an amount not to exceed $1,003,804.20, in accordance with materials contained in Board packets and pending final review and approval of the agreement by the Village Attorney.

Mr. Tollefson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of July 14, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-75 – THE CLOVE

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2022-75, approving the Development Improvement Agreement for the Town Center redevelopment named The Clove, along the west side of IL=83 immediately north of Lake Cook Road subject to Village Attorney review, Village Engineer review, and receipt of the required fees.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of June 8, 2022.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-76 – LINE OF CREDIT

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2022-76, authorizing the Village Manager to negotiate the terms and conditions of the Village of Buffalo Grove tax exempt revolving line of credit with Buffalo Grove Bank and Trust consistent with materials in Board packets and any other presentation made by staff.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo of May 11, 2022, to Mr. Bragg.

Upon roll call, Trustees voted as follows:

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

EXECUTIVE SESSION

Moved by Smith, seconded by Weidenfeld, to move to Executive Session to discuss: **Section 2(C)(5) of the Illinois Open Meetings Act: (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired**.

Upon roll call, Trustees voted as follows:

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

The Board moved to Executive Session from 8:27 P.M. until 8:56 P.M.

ADJOURNMENT

Moved by Smith, seconded by Weidenfeld, to adjourn the meeting and move to Executive Session. Upon roll call, Trustees voted as follows:

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

The Regular Meeting was adjourned at 8:27 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF August 2022

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Village President

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY, AUGUST 1, 2022

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Christ Stilling, Deputy Village Manager; Chris Black, Finance Director; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Jessie Brown, Deputy Village Clerk; Geoff Tollefson, Director of Golf Operations; and Fire Chief Baker.

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

COMMUNICATIONS DIRECTOR

Ms. Woods introduced Molly Gillespie, the new **Communications Director** for the Village of Buffalo Grove.

CODE REVIEW TITLE 8

Ms. Woods provided an overview of the proposed changes to Title 8 of the Buffalo Grove Municipal Code, details of which are contained in the memo from Mr. Robinson and Ms. Brown to Mr. Bragg of July 22, 2022.

Regarding placement of refuse containers, it was requested that staff keep in mind that there are certain areas where there is not enough side yard to keep the containers out of view.

Staff was thanked for their efforts in working on this project.

FISCAL YEAR 2022 SIX-MONTH STATUS UPDATE

Mr. Black reviewed the six-month revenue and expenditure report as an overview of current year performance measured against the 2022 Budget and the prior year's six-month totals, thus providing the opportunity to make necessary adjustments in spending and service delivery to respond to an unanticipated revenue decline or unforeseen expenditures. Details of Mr. Black's presentation are contained in his memo to Mr. Bragg of August 1, 2022.

GENERAL WAGE INCREASE

Mr. Malinowski presented the Fiscal Year 2023 general wage increase and compensation pool for the Village's non-represented employees to maintain the Village's strategic pay structure and pay-for-performance program. Details of Mr. Malinowski's presentation may be found in the memo from him and Ms. Golbach to Mr. Bragg of August 1, 2022.

2023 CAPITAL IMPROVEMENT PLAN REQUESTS

Mr. Monico provided an overview of the Capital Improvement requests received for the 2023 budget year, details of which are contained in his memo to Mr. Bragg of July 26, 2022, and in the 2023 Budget Cycle Preliminary Requests document itself. Mr. Monico emphasized that this is a planning document and just for discussion.

GENERAL FEES/FINES

Ms. Brown and Mr. Johnson reviewed staff recommendations to update current fees and/or fines that will impact the fiscal year 2023 budget, details of which are contained in their memo of July 28, 2022, to Mr. Bragg.

SUNSET PROVISIONS

As detailed in his memo to Mr. Bragg of August 1, 2022, Mr. Black reviewed the staff recommendation to continue the 0.5% Home Rule Sales Tax, Municipal Natural Gas Use Tax and Municipal Electricity Use Tax for fiscal year 2023. The sum of these taxes represents 11.1% of the General Fund revenue and is subject to sunset provisions. Based on the current services levels, lack of sustainable surpluses in other revenue streams and no new sources of revenue, staff recommends no changes to these taxes.

PROPERTY TAX LEVY

Mr. Black reviewed the staff recommendation for the fiscal year 2022 Property Tax Levy to be extended and collected in 2023, details of which are contained in his memo to Mr. Bragg of August 1, 2022.

Board members thanks staff for their efforts in preparing this document.

Resident Larry Stanley expressed his thoughts regarding the funding level for pensions.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE MEETING

Moved by Stein, seconded by Ottenheimer, to move to Executive Session to discuss: **Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting**. Upon roll call, Trustees voted as follows:

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

The Board moved to Executive Session from 8:46 P.M. to 9:11 P.M.

ADJOURNMENT

Moved by Stein, seconded by Ottenheimer, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 9:12 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS ____15th_____DAY OF ____August____ 2022

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Village President

MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS MONDAY, AUGUST 8, 2022

CALL TO ORDER

President Sussman called the meeting to order at 5:30 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present: President Sussman; Trustees Ottenheimer, Johnson, Smith and Pike. Trustees Stein and Weidenfeld were not present.

Moved by Johnson, seconded by Ottenheimer, to allow Trustee Stein to participate in this meeting remotely due to personal illness. Upon roll call, Trustees voted as follows:

AYES: 4 – Ottenheimer, Johnson, Smith, Pike
NAYS: 0 – None
ABSENT: 2 – Stein, Weidenfeld
Motion declared carried.

Moved by Ottenheimer, seconded by Smith, to allow Trustee Weidenfeld to participate in this meeting remotely due to personal illness. Upon roll call, Trustees voted as follows:

AYES: 4 – Ottenheimer, Johnson, Smith, Pike
NAYS: 0 – None
ABSENT: 2 – Stein, Weidenfeld
Motion declared carried.

Trustees Stein and Weidenfeld both confirmed that they were electronically connected to this meeting.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Kyle Johnson, Deputy Director of Public Works; Jim Warnstedt, Assistant Director of Public Works; and Chris Black, Director of Finance.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Stein, seconded by Johnson, to move to Executive Session to discuss **Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.**

Upon roll call, Trustees voted as follows:

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

The Board moved to Executive Session from 6:07 P.M. until 6:48 P.M.

ADJOURNMENT

Moved by Ottenheimer, seconded by Smith, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 6:23 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS ___15th_____DAY OF ___August___ 2022

_____
Village President

Action Item : Approval of Warrant #1344

Recommendation of Action

Staff recommends approval.

TOTAL WARRANT #1344- $5,112,058.69

ATTACHMENTS:

- Warrant 1344 SUMARY (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, August 15, 2022	

VILLAGE OF BUFFALO GROVE WARRANT #1344
15-Aug-22

General Fund:	**327,053.68**
Parking Lot Fund:	**228.18**
Motor Fuel Tax Fund:	**0.00**
Debt Service Fund:	**475.00**
School & Park Donations:	**0.00**
Lake Cook Rd TIF Fund:	**0.00**
Capital Projects-Facilities:	**3,003.59**
Capital Projects-Vehicles/Equipment:	**8,826.00**
Capital Projects-Streets:	**55,042.47**
Retiree Health Savings (RHS):	**74,972.36**
Water Fund:	**1,467,391.73**
Buffalo Grove Golf Fund:	**107,660.19**
Arboretum Golf Fund:	**273,241.97**
Refuse Service Fund:	**74,927.00**
Information Technology Internal Service Fund:	**117,202.07**
Central Garage Internal Service Fund:	**61,773.02**
Building Maintenance Internal Service Fund:	**110,353.31**
	2,682,150.57
PAYROLL PERIOD ENDING 07/21/2022	**1,069,337.34**
PAYROLL PERIOD ENDING 08/04/2022	**1,360,570.78**
	2,429,908.12
TOTAL WARRANT #1344	**5,112,058.69**

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

Village Clerk

Village President

Attachment: Warrant 1344 SUMARY (Approval of Warrant #1344)

Information Item : Appointment of Edward McKee Jr to the Board of Fire and Police Commissioners

Recommendation of Action

N/A

The Village President is seeking concurrence from the Village Board regarding the appointment of Edward McKee Jr to the Board of Fire and Police Commissioners.

Trustee Liaison
Sussman

Staff Contact
Arthur a Malinowski, Human Resources

Monday, August 15, 2022	

Information Item : Proclamation Recognizing Jane Dibbern for Her Years of Service to the Village

Recommendation of Action

Staff recommends acceptance.

A proclamation recognizing Jane Dibbern for her years of service to the Village.

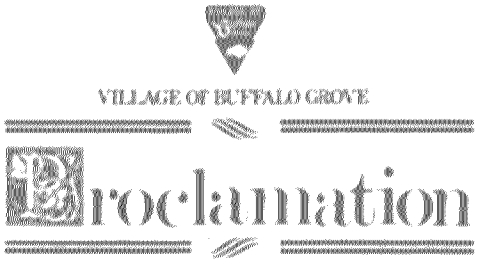
ATTACHMENTS:

- Jane Dibbern Proclamation 2022 (DOC)

Trustee Liaison
Sussman

Staff Contact
Arthur a Malinowski, Human Resources

Monday, August 15, 2022	



Village of Buffalo Grove

A PROCLAMATION HONORING JANE DIBBERN FOR HER DEDICATED SERVICE ON THE BOARD OF FIRE AND POLICE COMMISSIONERS

WHEREAS, Jane Dibbern, a longtime resident of Buffalo Grove, joined the Buffalo Grove Board of Fire and Police Commissioners in 2006; and

WHEREAS, Jane Dibbern provided dedicated services to the Board of Fire and Police Commissioners as Vice Chair and Secretary from 2006 to 2020, and as Chair from 2020 to August 8, 2022; and

WHEREAS, Jane Dibbern spent many weekends conducting Police Officer and Firefighter/Paramedic written testing and oral interviews, as well as promotional processes within the sworn ranks of police and fire; and

WHEREAS, Jane Dibbern was dedicated to hiring and promoting the best of the best for both the both the police and fire departments' within Village of Buffalo Grove; and

WHEREAS Jane Dibbern was passionate about sharing her knowledge with new members of the Board of Fire and Police Commissioners for continued success; and

WHEREAS, many within the police and fire departments have her work and dedication to be thankful for, and will see her impact to the Commission for years to come; and

NOW THEREFORE, BE IT RESOLVED that I, Beverly Sussman, President of the Village of Buffalo Grove, recognize Jane Dibbern for her service. She will be remembered by all for her dedication to the Village of Buffalo Grove.

Passed this 15th day of August, 2022

Beverly Sussman, Village President

Information Item : Recognizing Karen Danenberg and Howard Green

Recommendation of Action

N/A

Recognizing Karen Danenberg and Howard Green for their decades of service to the Buffalo Grove Community.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, August 15, 2022	

Information Item : Pedestrian Safety Presentation for a Girl Scout Silver Award

Recommendation of Action

Staff recommends discussion.

Village resident Angela Sekera, a student at Cooper School and a Girl Scout, would like to discuss a Pedestrian safety presentation with the Village Board.

ATTACHMENTS:

- Memo Safety Discussion student (DOCX)

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

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 8, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Student Safety Presentation

For discussion purposes, a local student at Cooper Middle School would like to present her Student Safety Presentation to the Village Board for her Girl Scout Silver Award.

The discussion focuses on the pedestrian safety issues she has noticed from the parent drop off and pick up areas in the vicinity of Bernard Drive and Indian Hill Drive relating to both Cooper Middle School and Longfellow Elementary School. Staff has been in discussions with the student, her parents, and both schools over the summer and after the presentation staff can discuss options that can be brought back to the Board for future consideration.

Information Item : Introduction of New Building Services Manager and Health Inspector

Recommendation of Action

Staff recommends presentation.

Community Development Director, Nicole Woods will introduce the new Building Services Manager, Adam Garcia and Health Inspector, Greg Sauser.

Trustee Liaison
Stein, Pike

Staff Contact
Nicole Woods, Community Development

Monday, August 15, 2022	

Information Item : Fire Department Badge Presentations

Recommendation of Action

Staff recommends presentations.

Deputy Chief Larry Kane, Battalion Chief Andy Russell, Battalion Chief Rob Herrmann, Lt. Chad McCormick and Lt. Robert Beckman will be presented with their officer badges from the Buffalo Grove Fire Department.

Trustee Liaison
Pike

Staff Contact
Mike Baker, Fire

Monday, August 15, 2022	

Information Item : Ethics Commission Work Plan

Recommendation of Action

Staff recommends discussion. Should the Village Board concur with the recommended work plan, an amendment to Section 2.49 of the Municipal Code will be presented for approval.

Concurrent with Village Board direction, the Ethics Commission has prepared the attached work plan and process flow to meet stated goals for ethical conduct. The Commission voted unanimously at its July 28, 2022 meeting to forward the recommendation to the Village Board for review.

The Commission has focused on three initiatives:

1. Educating boards, committees and commissions on ethical practices,
2. Review of procurement policies and making recommendations to the Village Board concerning ethical practices for same, and
3. Review of local ethics disclosures to recommend streamlining and coordination with other disclosures required by the State of Illinois.

ATTACHMENTS:

- Ethics Commission Work Plan and Process Flow - July 2022 (DOCX)

Trustee Liaison
Johnson

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, August 15, 2022	

Ethics Commission Work Plan & Process Flow

July 2022

Background

Staff presented possibilities to expand the responsibilities of the Ethics Commission at the April 4, 2022 Committee of the Whole meeting. At that time, the Village Board requested additional details including a work plan, process and resource allocations based on three core functions:

1. Educating other boards, committees and commissions, staff and vendors on the State Officials and Employees Ethics Act requirements and avoiding potential infractions;
2. Periodic review of procurement and other policies for ethical conduct requirements, make recommendations to the Village Board regarding same; and
3. Review of annual local ethics disclosures for compliance with Village code.

Since that time, the Commission has met twice, as well as appointed a working group to develop the work plan items contained in this memorandum. The Commission seeks approval from the Village Board of the recommended changes. Further, an amendment to Section 2.49 of the Municipal Code will be required to effect the proposed changes.

This memorandum details the inputs and outputs of the three functions, by category.

Strategy/Process

The Ethics Commission seeks to become a resource for other boards, committees and commissions for education and support to prevent infractions of state or local ethics regulations. As such, the Commission seeks to educate new appointees and provide refresher training on current topics related to ethics on an annual basis, on a convenient schedule and using vetted sources of information. The Commission sees its work as organic, developing more capacity as Commissioners become more familiar with ethics regulations and the workings of the Village's committees, boards and commissions.

Initiative 1 – Educating Boards, Committees and Commissions

The Commission will focus content on the State Employees Ethics Act, municipal code considerations as well as required local and county disclosures (statement of economic interest and ethics reporting). The requirements of the Act will be covered, including definitions of prohibited source, gifts, what to do if a gift is offered, etc. Example scenarios will be reviewed and previously vetted state guidelines will be distributed.

Each committee, board or commission has unique characteristics and requirements. Some, such as the Planning and Zoning Commission, Board of Fire and Police Commissioners and pension boards have broader requirements under law, while others such as the Farmers Market Committee and Buffalo Grove Days, rely primarily on volunteers to staff events. As such, the Ethics Commission seeks to tailor training based on each entity's unique characteristics, with a base curriculum for all appointees. The

Commission will attend regularly scheduled meetings of various boards, committees and commissions to present materials in a timely and brief manner, thereby reaching the largest segment of appointees at one time.

Based on the timing of Village Board approval, the Commission would provide an introductory training in 2022, with full training to occur in June/July of 2023, after annual appointments have been approved. For board, committee or commission members who cannot attend a training at their respective entity's regular meeting, online or in-person options will be provided. Committee, board and commission chairs will be responsible to ensure each member of their entity receives training at least once annually.

Resources

Office of Executive Inspector General Ethics Training (Gifts and Political Activities)

NIU New Hire/Orientation Ethics Training (State Employees Ethics Act and Examples)

Allocated Costs

It is anticipated that the Village Attorney will need to support and assist the Commission in developing educational materials for this initiative, as well as accompany Commissioners to various meetings for presentations. 16 hours have been allotted for this purpose. In addition, the Village Manager and Assistant to the Village Manager will provide in-kind support through attending Commission meetings, assisting with curriculum development and training commissioners. 24 hours have been allotted for this purpose. In total, staff and attorney time allocations will cost $6,000.

Initiative 2 – Review of Procurement and Other Policies

The Commission seeks to work cooperatively with the Chief Procurement Officer to review existing policies and proposed changes to policies covering procurement to ensure the highest standard of ethics for Village employees, contractors and appointees. The Commission would review current policies with the CPO the first year, with review of changes to policies in subsequent years. The Commission would

work with the CPO to recommend changes to procurement policies, subject to Village Board review and approval.

Allocated Costs

It is anticipated that the Chief Procurement Officer will prepare a review of existing policies as it relates to ethics and disclosures for the Commission, including attending a Commission meeting annually and preparation of any recommended amendments for Village Board review. 8 hours have been allotted for this purpose. In total, staff time allocations will cost $600.

Initiative 3 – Review of Local Ethics Disclosures

State-mandated ethics disclosures have broadened significantly in the last few years, requiring additional disclosures through County channels. The Village of Buffalo Grove was an early pioneer in requiring local disclosures, but much of the local disclosures overlap the expanded County reporting requirements. The Commission recommends reviewing the efficacy of the local reporting requirement vs. County reporting requirements with a recommendation to the Village Board.

Allocated Costs

It is anticipated that the Village Attorney will need to support and assist the Commission in reviewing disclosure requirements for local and county reporting, applicability to various appointees, and preparing a recommendation for the Commission. 8 hours have been allotted for this purpose. In addition, the Village Manager and Assistant to the Village Manager will provide in-kind support through developing process flows and reports. 8 hours have been allotted for this purpose. In total, staff and attorney time allocations will cost $2,300.

Summary of Allocated Costs

Initiative	Cost
Educating Boards, Committees and Commissions	$6,0000
Review of Procurement Policies	$600
Review of Local Ethics Disclosures	$2,300
Total	**$8,900**

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

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends authorizing the Village Manager to execute an agreement with Vector Solutions in a total amount not to exceed $36,394.05, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Vector Solutions 2022-2024 Memo (DOCX)
- Vector Solutions 2022-2024 Ordinance(DOCX)
- Vector Solutions 2022-2024 Contract (PDF)

Trustee Liaison	**Staff Contact**
Pike	Brett Robinson, Finance

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

DATE: August 15, 2022

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief
Brett Robinson, Purchasing Manager

SUBJECT: Vector Solutions

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

Background
The Buffalo Grove Fire Department has been using various Vector Solutions software products for the past several years for scheduling (Vector Scheduling), training (TargetSolutions Training), and inventory management (CheckIt). These products have continued to meet the needs of the Department and the software continues to allow the Fire Department to achieve greater efficiencies and to effectively manage its scheduling, training, and inventory processes. The proposed agreement would allow for the continued use of the existing products. A cost breakdown of the agreement is shown below.

Software	Cost
TargetSolutions Training (6/30/22 - 12/31/22)	$ 3,015.40
Vector Scheduling (6/30/22 - 12/31/22)	$ 2,252.16
CheckIt (6/30/22 - 12/31/22)	$ 1,760.52
Total Cost in 2022	**$ 7,028.08**
TargetSolutions Training (1/1/23 - 12/31/23)	$ 6,199.87
Vector Scheduling (1/1/23 - 12/31/23)	$ 4,639.45
CheckIt (1/1/23 - 12/31/23)	$ 3,626.67
Total Cost in 2023	**$ 14,465.99**
TargetSolutions Training (1/1/24 - 12/31/24)	$ 6,385.87
Vector Scheduling (1/1/24 - 12/31/24)	$ 4,778.63
CheckIt (1/1/24 - 12/31/24)	$ 3,735.47
Total Cost in 2024	**$ 14,899.97**
Total Expenditure for Software under the Agreement:	**$ 36,394.05**

Attachment: Vector Solutions 2022-2024 Memo (O-2022-88 : Vector Solutions)

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH VECTOR SOLUTIONS SOFTWARE SERVICES.

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute an agreement with Vector Solutions in an amount not to exceed $ 36,394.05.

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

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

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

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

VectorSolutions

Quo
Q-19

Valid Until
Saturday, July 23, 2022

Contact Name
Jackie DeLuca

TargetSolutions Learning, LLC Agreement
Schedule A

Date: Tuesday, August 9, 2022

Client Information

Client Name: Buffalo Grove Fire Department (IL)	
Address: 1051 Highland Grove Dr Buffalo Grove, IL 60089	
Primary Contact Name: Tyler Grace	**Primary Contact Phone:** 847-777-6102

Agreement Term

Effective Date: 06/30/2022	**Initial Term:** 30 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: BG Finance		
Billing Address: ATTN: Brett Robinson 50 Raupp Blvd Buffalo Grove, Illinois 60089	**Billing Phone:** 847-777-6035 **Billing Email:** bgfinance@vbg.org	
PO#:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSCHECK-FIRESTATIONS	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	3	$204.00	$612.00
TSSCH	Vector Scheduling	Vector Scheduling for web and mobile	64	$70.38	$4,504.32
TSCHECKIT-FIREVEHICLES	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	23	$126.48	$2,909.04
TSMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	$395.00	$395.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	62	$90.90	$5,635.80

Annual Total: $14,056.16

Grand Total: $14,056.16

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

Public Sector SaaS Rev. U (Issued 02.02.2022)

Attachment: Vector Solutions 2022-2024 Contract (O-2022-88 : Vector Solutions)

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. Upon termination or expiration of the Initial Term, this Agreement may be renewed upon mutual written agreement signed by both Parties.

Address for Notices:

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

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

Attachment: Vector Solutions 2022-2024 Contract (O-2022-88 : Vector Solutions)

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us"") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or https://support.vectorsolutions.com/s/contactsupport

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5 Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User"** is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. **INTELLECTUAL PROPERTY RIGHTS.**

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. **TERM, TERMINATION, AND NOTICE.**

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Attachment: Vector Solutions 2022-2024 Contract (O-2022-88 : Vector Solutions)

Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), thirty (30) days after receipt of written notice.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. **MUTUAL WARRANTIES AND DISCLAIMER.**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action ; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third- party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. **LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. **OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document,

Attachment: Vector Solutions 2022-2024 Contract (O-2022-88 : Vector Solutions)

course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. **CONFIDENTIALITY**.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. **MISCELLANEOUS**.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Illinois, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You knowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

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

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

Attachment: Vector Solutions 2022-2024 Contract (O-2022-88 : Vector Solutions)

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable

Attachment: Vector Solutions 2022-2024 Contract (O-2022-88 : Vector Solutions)

law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users. **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared

resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

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

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: _____

Printed Name: Brandi Howe

Title: Senior Director of Renewal Management

Date: _____

Village of Buffalo Grove (IL)
50 Raupp Blvd
Buffalo Grove, IL 60089

By: _____

Printed Name:

Title:

Date: _____

Attachment: Vector Solutions 2022-2024 Contract (O-2022-88 : Vector Solutions)

Ordinance No. O-2022-87 : New Vehicle Radio Purchase

Recommendation of Action

Staff recommends approval

SUMMARY: Staff recommends that radio communications equipment be acquired through the State of Illinois Contract 24302, IL DIT7016660 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of $48,539.50 from Motorola Solutions.

ATTACHMENTS:

- 081522 Waive of Bid Memo - Radio Purchase (DOCX)
- Combined Radio Quotes (PDF)
- Radio Purchase Ordinance (DOCX)

Trustee Liaison	**Staff Contact**
Pike	Mike Baker, Fire

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: July 27, 2022

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief

RE: Authorization to Purchase Radio Communications Equipment

Recommendation

Staff recommends that radio communications equipment be acquired through the Illinois Central Management Services Contract 24302, IL DIT7016660 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of $48,539.50 from Motorola Solutions.

Background Information

Staff requests authorization to purchase four Motorola portable radios, one 7/800 MHZ mobile radio and one VHF mobile radio to equip a fire engine that was approved for purchase at the June 21, 2021 Village Board Meeting and is anticipated to be delivered during the 3rd quarter of 2022. The fire department radios in the reserve engine that is being replaced, are of older technology and are nearing the end of their service life. With the changes in technology and updates available, it has been determined that 4 (four) additional portable radios, 1 (one) 7/800 MHZ mobile radio and 1 (one) VHF radio and associated equipment will be needed for future operations and technology changes to adequately equip the new fire engine.

This radio purchase is contained in the "loose equipment purchase description" and was defined in the Communications portion of the description. The approved total amount of loose equipment to be purchased is $98,041.82, this request is contained under the approved total amount.

The proposed equipment purchase quotations are from Motorola Solutions, which is a cooperative purchase agreement through the State of Illinois. Funding for this request is approved as part of the 2022 Village Capital Improvement Program and is assigned as Project #2022-360.

Attachments

Motorola Solutions Quotes (#'s 1603876, 1625538 and 1665175)
Equipment List

MOTOROLA SOLUTIONS

QUOTE-16038
APX38000XE Qt

Billing Address:
BUFFALO GROVE FIRE DEPT,
VILLAGE OF
1051 HIGHLAND GROVE DR
BUFFALO GROVE, IL 60089
US

Quote Date:07/19/2022
Expiration Date:09/19/2022
Quote Created By:
Dominick Storelli
Dominick.Storelli@
motorolasolutions.com

End Customer:
BUFFALO GROVE FIRE DEPT, VILL
OF

Contract: 36953 - STATE OF ILLINO
CONVENIENCE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	4	$7,108.00	$4,833.44	$19,333.76
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	$6.00	$4.08	$16.32
1b	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	4	$165.00	$112.20	$448.80
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	4	$567.00	$385.56	$1,542.24
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	4	$330.00	$224.40	$897.60
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	4	$880.00	$598.40	$2,393.60
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	4	$121.00	$121.00	$484.00
1g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4	$0.00	$0.00	$0.00
1h	QA09001AB	ADD: WIFI CAPABILITY	4	$330.00	$224.40	$897.60
1i	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	4	$814.00	$553.52	$2,214.08
1j	H38BS	ADD: SMARTZONE OPERATION	4	$1,650.00	$1,122.00	$4,488.00

Attachment: Combined Radio Quotes (O-2022-87 : New Vehicle Radio Purchase)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underly Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Custom Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-16038
APX38000XE Qt

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	4	$110.00	$74.80	$299.20
1l	Q629AH	ENH: AES ENCRYPTION AND ADP	4	$523.00	$355.64	$1,422.56
1m	QA07680AA	ADD: MULTI SYSTEM OTAR	4	$165.00	$112.20	$448.80
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	4	$28.00	$19.04	$76.16
1o	QA00580AA	ADD: TDMA OPERATION	4	$495.00	$336.60	$1,346.40
1p	QA03399AA	ADD: ENHANCED DATA APX	4	$165.00	$112.20	$448.80
2	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	4	$594.00	$433.62	$1,734.48

Grand Total $38,492.40(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underly Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Custom Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

DRAFT

QUOTE-16255:
Starcom E5 65

Billing Address:
BUFFALO GROVE FIRE DEPT,
VILLAGE OF
1051 HIGHLAND GROVE DR
BUFFALO GROVE, IL 60089
US

Quote Date:12/15/2021
Expiration Date:03/15/2022
Quote Created By:
Dominick Storelli
Dominick.Storelli@
motorolasolutions.com

End Customer:
BUFFALO GROVE FIRE DEPT, VILL
OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	$3,253.00	$2,114.45	$2,114.45
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	$6.00	$3.90	$3.90
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	1	$352.00	$352.00	$352.00
1c	G996AS	ENH: OVER THE AIR PROVISIONING	1	$110.00	$71.50	$71.50
1d	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	1	$110.00	$71.50	$71.50
1e	GA00580AA	ADD: TDMA OPERATION	1	$495.00	$321.75	$321.75
1f	G51AU	ENH: SMARTZONE OPERATION APX6500	1	$1,320.00	$858.00	$858.00
1g	G67DT	ADD: REMOTE MOUNT E5 APXM	1	$327.00	$212.55	$212.55
1h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	$814.00	$529.10	$529.10
1i	G843AH	ADD: AES ENCRYPTION AND ADP	1	$523.00	$339.95	$339.95

Attachment: Combined Radio Quotes (O-2022-87 : New Vehicle Radio Purchase)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underly Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Custom Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

DRAFT

QUOTE-16255:
Starcom E5 65

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
1k	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	1	$15.00	$9.75	$9.75
1l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$368.55	$368.55
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	1	$717.00	$466.05	$466.05
1n	W22BA	ADD: STD PALM MICROPHONE APX	1	$79.00	$51.35	$51.35
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	$330.00	$214.50	$214.50
1p	G831AD	ADD: SPKR 15W WATER RESISTANT	1	$66.00	$42.90	$42.90

Grand Total $6,027.80(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Attachment: Combined Radio Quotes (O-2022-87 : New Vehicle Radio Purchase)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underly Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Custom Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

DRAFT

QUOTE-16651
APX6500 VH

Billing Address:
BUFFALO GROVE FIRE DEPT,
VILLAGE OF
1051 HIGHLAND GROVE DR
BUFFALO GROVE, IL 60089
US

Quote Date:02/08/2022
Expiration Date:05/09/2022
Quote Created By:
Dominick Storelli
Dominick.Storelli@
motorolasolutions.com

End Customer:
BUFFALO GROVE FIRE DEPT, VILL
OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE	1	$3,253.00	$2,114.45	$2,114.45
1a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	1	$352.00	$352.00	$352.00
1b	G831AD	ADD: SPKR 15W WATER RESISTANT	1	$66.00	$42.90	$42.90
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	1	$327.00	$212.55	$212.55
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	$0.00	$0.00	$0.00
1e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
1f	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$368.55	$368.55
1g	GA01670AA	ADD: APX E5 CONTROL HEAD	1	$717.00	$466.05	$466.05
1h	W22BA	ADD: STD PALM MICROPHONE APX	1	$79.00	$51.35	$51.35
1i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	$0.00	$0.00	$0.00

Attachment: Combined Radio Quotes (O-2022-87 : New Vehicle Radio Purchase)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underly Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Custom Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

DRAFT

QUOTE-16651
APX6500 VH

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G792AB	ADD:VHF ANT WIDEBAND 136-174 MHZ	1	$83.00	$53.95	$53.95
1k	G48BD	ENH: CONVENTIONAL OPERATION APX6500	1	$550.00	$357.50	$357.50

Grand Total $4,019.30(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underly Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Custom Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING THE PURCHASE OF RADIO EQUIPMENT.

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

WHEREAS, the Village of Buffalo Grove requires new radio equipment to outfit Fire Apparatus; and

WHEREAS, the Village elected to acquire radio equipment through the State of Illinois Contract 24302, IL DIT7016660 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.); and

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

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

SECTION 2. The Village Manager is authorized to purchase radio equipment from Motorola Solutions in an amount not to exceed $48,539.50.

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

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

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

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Ordinance No. O-2022-77 : Ordinance Amending Chapter 5.20 Liquor Controls

Recommendation of Action

Staff recommends approval.

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

ATTACHMENTS:

- Memo - Update entirety of 5.20.072 - 08092022 (DOCX)
- Ordinance - Update entirety of 5.20.072 - 08092022 (DOCX)

Trustee Liaison
Sussman, Johnson

Staff Contact
Jessie Brown, Community Development

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 10, 2022

TO: Dane Bragg, Village Manager

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

SUBJECT: Liquor License updates

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

- Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place is moving from Town Center to 800 Lake Cook Road. Their Class A license is being transferred to the new location.
- Yang Group, Inc. d/b/a Sushi Grove is relocating within The Clove redevelopment. Their Class A license is being transferred to the new location at 312 McHenry Road.
- The Class A liquor license reservation for Axel's Properties, LLC d/b/a Axel's Bistro Café at 131 Dundee Road is withdrawn. The business has closed.
- A Class B liquor license is reserved for Mi Cocina Authentic Mexican Cuisine at 1169 McHenry Rd Unit 120-A. This reservation is subject to the applicant completing Village requirements for said license on or before November 7, 2022. If not so extended, this reservation shall cease.
- The Class D1 liquor license for Buchanan Energy (N), LLC at 1251 McHenry Road is rescinded. The business has new ownership.
- The Class D1 liquor license for Buchanan Energy (N), LLC at 10 W. Dundee Road is rescinded. The business has new ownership.
- A Class D1 liquor license is reserved for Casey's Retail Company d/b/a Casey's #6427 at 1251 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before November 7, 2022. If not so extended, this reservation shall cease.
- A Class D1 liquor license is reserved for Casey's Retail Company d/b/a Goodstop #6405 at 10 W. Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before November 7, 2022. If not so extended, this reservation shall cease.
- The Class E liquor license for Hanabi, Inc. d/b/a Hanabi Japanese Restaurant at 734 S. Buffalo Grove Road is rescinded. The business did not renew the license.

Attachment: Memo - Update entirety of 5.20.072 - 08092022 (O-2022-77 : Liquor License Updates)

Underlined = addition
~~Strikethroughs~~ = deletion
08/09/2022

ORDINANCE NO. 2022 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

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

5.20.72 Licenses authorized.
Only the following licenses are authorized.

	Licensee and d/b/a	Address
Class A.		
1.	Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
2.	Rack 'Em Up Chicago, Inc.	312 McHenry Road
3.	The Schwaben Center	301 Weiland Road
4.	Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
5.	La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
6.	K1 Speed, Inc.	301 Hastings Lane
7.	Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
8.	La Presa Restaurant, Inc.	86 W. Dundee Road
9.	BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
10.	Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
11.	Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	~~228 McHenry Road~~ 800 Lake Cook Road
12.	Themi's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
13.	Yang Group, Inc. d/b/a Sushi Grove	~~154 McHenry Road~~ 312 McHenry Road
14.	AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B
15.	TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street
16.	WJN Golf, LLC d/b/a WJ Golf	401 Half Day Road
~~17.~~	~~Axel's Properties, LLC d/b/a Axel's Bistro Café~~	~~131 Dundee Road~~
~~18~~17.	TheGolfLobby LLC	312 Half Day Road
Class B.		
1.	Spirit Café, Inc. d/b/a Versailles Restaurant	100 McHenry Road
2.	Taste of Tokyo, Inc.	159 McHenry Road
3.	Nino's Pizzeria, Inc.	960 Buffalo Grove Road
4.	Continental Restaurant, Inc.	782 S. Buffalo Grove Road

Attachment: Ordinance - Update entirety of 5.20.072 - 08092022 (O-2022-77 : Liquor License Updates)

5.	Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road
6.	Donato Restaurant Group, Inc. d/b/a Buffalo Restaurant	1180 Lake Cook Road
7.	Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
8.	Tomatillo Taco-Ville 2 LLC	1267 Dundee Road
9.	Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
10.	Sky Fitness Café, Inc. d/b/a Sky Spa & Lounge	1501 Busch Parkway
11.	Eva's Mexican Restaurant, Inc.	205 Dundee Road
12.	Chanprung, LLC d/b/a Fuji Thai	1000 Weiland Road
13.	Mi Cocina Authentic Mexican Cuisine	1169 McHenry Road #120A
Class C.		
1.	American Drug Stores, Inc. d/b/a Osco	79 McHenry Road
2.	Al & Al Cellar, Inc. d/b/a Al & Al Liquor	1407 W. Dundee Road
3.	Seoul Supermarket, Inc.	1204 Dundee Road
4.	Highland Park CVS, LLC	20 E. Dundee Road
5.	Walgreen Co. d/b/a Walgreens	1225 W. Dundee Road
6.	Bond Drug Company of Illinois, LLC d/b/a Walgreens	15 N. Buffalo Grove Road
7.	Bond Drug Company of Illinois, LLC d/b/a Walgreens	1701 N. Buffalo Grove Road
8.	77018 Company d/b/a Garden Fresh Market	770 S. Buffalo Grove Road
9.	BG Pantry, Inc. d/b/a BG Liquors	223 W. Dundee Road
10.	Hariom, Inc. d/b/a Dev Liquor & Wine	1170 McHenry Road
11.	Malhotra Enterprises, Inc. d/b/a 7-Eleven	1165 Weiland Road
12.	Woodman's Food Market, Inc.	1550 Deerfield Parkway
Class D.		
1.	Aldi, Inc.	1202 Dundee Road
2.	Nino's Pizzaria, Inc.	960 S. Buffalo Grove Road
3.	BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
Class D1.		
~~1.~~	~~Buchanan Energy (N), LLC~~	~~1251 McHenry Road~~
~~2~~1.	RDK Ventures LLC d/b/a Circle K	50 Lake Cook Road
~~3~~2.	RDK Ventures LLC d/b/a Circle K	1200 Arlington Heights Road
~~4.~~	~~Buchanan Energy (N), LLC~~	~~10 W. Dundee Road~~
~~5~~3.	Speedway LLC	201 N. Milwaukee Avenue
~~6~~4..	True North Energy, LLC	185 Milwaukee Avenue
5.	Casey's Retail Company d/b/a Casey's #6427	1251 McHenry Road
6.	Casey's Retail Company d/b/a Goodstop #6405	10 W. Dundee Road
Class E.		
~~1.~~	~~Hanabi, Inc. d/b/a Hanabi Japanese Restaurant~~	~~734 S. Buffalo Grove Road~~
~~2~~1.	Grande Jakes Fresh Mexican Grill in BG, Inc.	205 Dundee Road
~~3~~2.	MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
~~4~~3.	Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
~~5~~4.	Aragvi, LLC d/b/a Georgian European Bakery & Café	136 McHenry Road

Attachment: Ordinance - Update entirety of 5.20.072 - 08092022 (O-2022-77 : Liquor License Updates)

~~6~~5.	Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
~~7~~6.	Niki's Gyros, Inc.	1038 Weiland Road
Class F.		
1.	Lake County Hospitality, LLC, Franchisee of Wyndham Garden Inn	900 Lake Cook Road
Class J.		
1.	Roundy's Illinois, LLC d/b/a Mariano's	450 Half Day Road
Class K.		
1.	Prairie Krafts, Inc. d/b/a Liquid Love Brewing Company	1310 Busch Parkway

Section 2.

A. The existing Class A liquor license for Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place is hereby transferred to the business's new premises located at 800 Lake Cook Road.
B. The existing Class A liquor license for Yang Group, Inc. d/b/a Sushi Grove is hereby transferred to the business's new premises located at 312 McHenry Road.
C. The Class A liquor license reservation for Axel's Properties, LLC d/b/a Axel's Bistro Café at 131 Dundee Road is hereby withdrawn.
D. A Class B liquor license is reserved for Mi Cocina Authentic Mexican Cuisine at 1169 McHenry Rd Unit 120-A. This reservation is subject to the applicant completing Village requirements for said license on or before November 7, 2022. The Village Manager shall have the authority to extend the November 7, 2022 date for good cause shown. If not so extended, this reservation shall cease.
E. The Class D1 liquor license for Buchanan Energy (N), LLC at 1251 McHenry Road is hereby rescinded.
F. The Class D1 liquor license for Buchanan Energy (N), LLC at 10 W. Dundee Road is hereby rescinded.
G. A Class D1 liquor license is reserved for Casey's Retail Company d/b/a Casey's #6427 at 1251 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before November 7, 2022. The Village Manager shall have the authority to extend the November 7, 2022 date for good cause shown. If not so extended, this reservation shall cease.
H. A Class D1 liquor license is reserved for Casey's Retail Company d/b/a Goodstop #6405 at 10 W. Dundee Road. This reservation is subject to the applicant completing Village requirements for said license on or before November 7, 2022. The Village Manager shall have the authority to extend the November 7, 2022 date for good cause shown. If not so extended, this reservation shall cease.
I. The Class E liquor license for Hanabi, Inc. d/b/a Hanabi Japanese Restaurant at 734 S. Buffalo Grove Road is hereby rescinded.
J. 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: _____

Attachment: Ordinance - Update entirety of 5.20.072 - 08092022 (O-2022-77 : Liquor License Updates)

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

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet M. Sirabian, Village Clerk

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

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Gewalt Hamilton Associates engineering contract for a Bike Path Condition and Connectivity Study in an amount not to exceed $39,000.00 subject to review and approval by Village Attorney.

ATTACHMENTS:

- GHA Bike Path Memo (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract Bike Path Study (PDF)

Trustee Liaison	**Staff Contact**
Smith	Kyle Johnson, Engineering

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 10, 2022

TO: Mike Skibbe, Deputy Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Gewalt Hamilton Bike Path Condition and Connectivity Study

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Staff Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Gewalt Hamilton in an amount not to exceed $39,000.00, pending legal review.

Overview

The Village advertised for services to perform a bike path condition and connectivity study through a Qualifications Based Selection (QBS) process. Staff received and reviewed proposals from four different firms. After a thorough review of the proposals, all firms were graded for qualifications across a set of rated questions. The costs received were then graded against the proposed budget of $75,000. Through these two metrics, staff ultimately chose Gewalt Hamilton for both costs and qualifications.

The study will help assess the overall condition of all existing bike paths within the Village as well as assess opportunities for connections to our network Village wide. The bike path conditions will be logged into Cartegraph, Public Work's asset management software, where a long-term capital improvement program can be generated. Through this system staff will be able to continuously update and evolve the program as projects are implemented or conditions change. Connectivity will be analyzed against our current bike plan and our Comprehensive Planning efforts through the assistance of our Community Development staff. New paths that are identified will be programmed into the long-term capital improvement program, while also seeking outside funding opportunities for those objectives.

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC.

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. for a bike path condition and connectivity study, which assesses the entirety of the Village's bike path network, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. for a bike path condition and connectivity study, which assesses the entirety of the Village's bike path network, at a price not to exceed $39,000.00, subject to final review and approval by the Village Attorney.

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

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

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

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 15th day of August 2022 ***("Agreement")*** and is by and between the **VILLAGE OF BUFFALO GROVE,** an Illinois home rule municipal corporation ***("Village")*** and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

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

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

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

SECTION 2. SCOPE OF SERVICES.

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

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

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

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**
Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is greater.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.

B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

C. **Approval and Use of Subcontractors**. The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

B. **No Disclosure of Confidential Information by the Firm**. The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.

B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.

C. **No Personal Liability**. No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.

D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions of the Village, its agents or employees. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents and employees as herein provided.

E. **Kotecki Waiver**. In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

A. **Relationship of the Parties**. The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.

B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.

C. **No Collusion**. The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 1LCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

E. **Termination**. Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

F. **Term**. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and shall endeavor to comply with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.

J. **Village Manager Authority**. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.

K. **Mutual Cooperation**. The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.

L. **News Releases**. The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)

M. **Ownership**. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment**. This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. **Notice**. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail("e- mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email:dbragg@vbg.org
cc: kjohnson@vbg.org

Notices and communications to the Firm shall be addressed to, and delivered at, the following address:

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Attn: Leo Morand
Email: LMorand@gha-engineers.com

SECTION 8. GENERAL PROVISIONS (cont.)

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.

F. **Provisions Severable**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. **Time**. Time is of the essence in the performance of this Agreement.

H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.

J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

M. **Calendar Days and Time**. Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date:_____

Firm

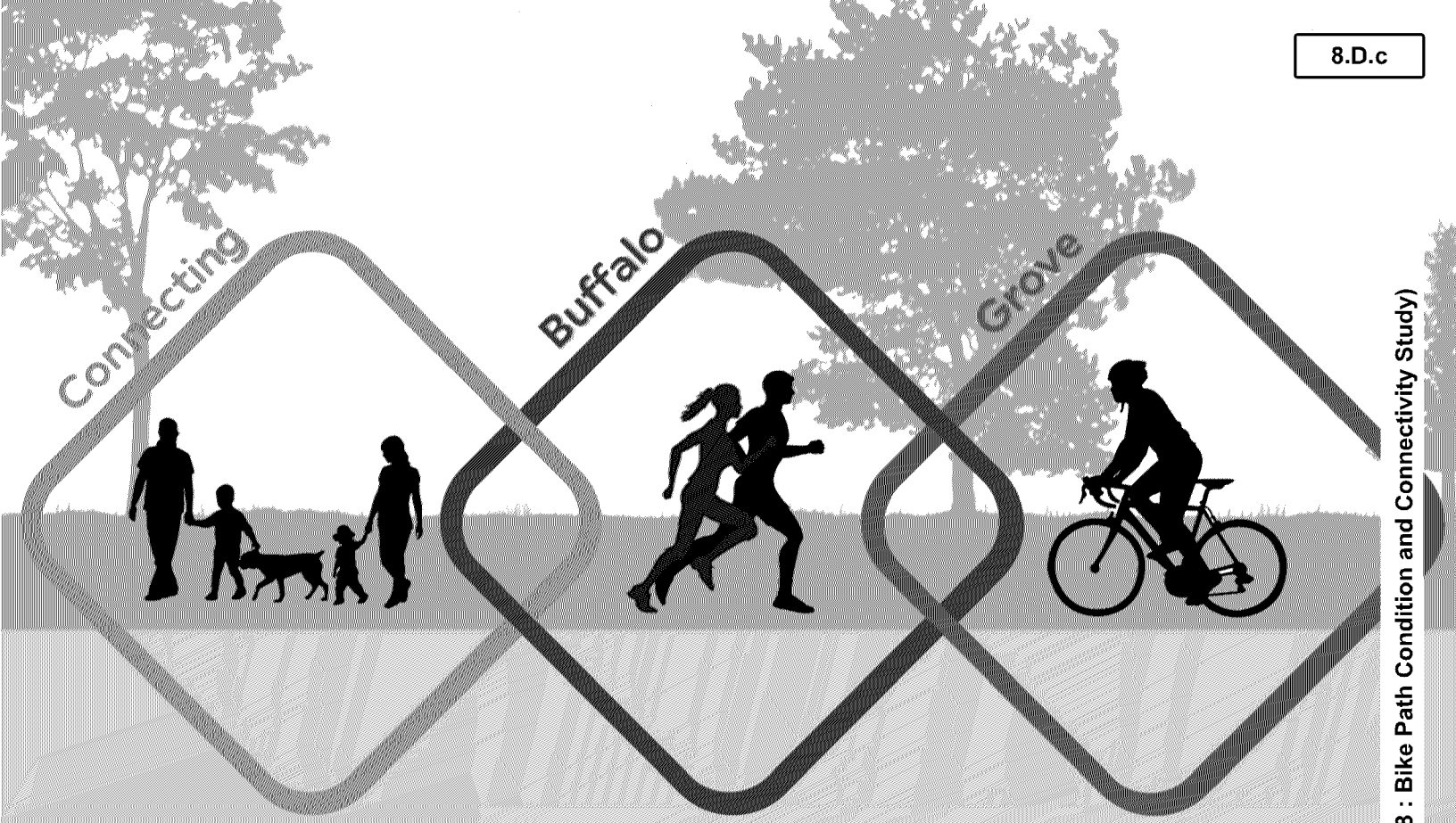
By:_____
Leo Morand

Title: Assistant Director of Municipal Services

Date:_____

Exhibit A.
("Services")

Proposal documents



VILLAGE OF BUFFALO GROVE

REQUEST FOR PROPOSALS

BIKE PATH ASSESSMENT

July 26, 2022

GEWALT HAMILTON ASSOCIATES, INC.

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
847.478.9700 ▪ GHA-Engineers.com

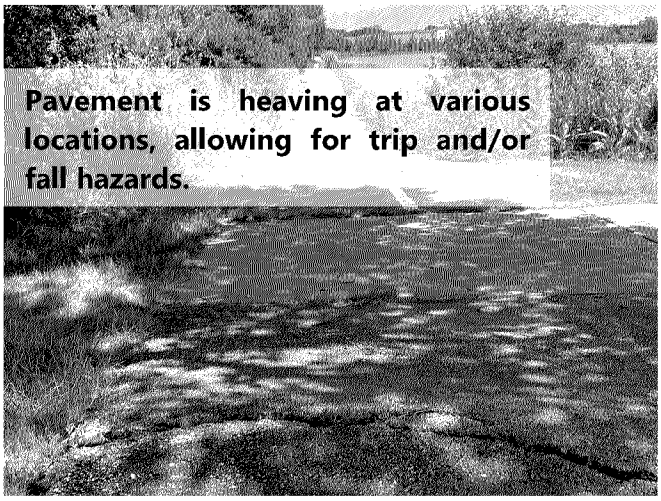
July 26, 2022

Village of Buffalo Grove
Purchasing Manager
50 Raupp Boulevard
Buffalo Grove, IL 60089

Re: **Request for Proposals – Bike Path Assessment**
GHA Proposal No. 2022.M047

Thank you for the opportunity to present our Statement of Qualifications in response to the Village's Request for Proposals for a Bike Path Assessment. GHA's long history of providing quality municipal engineering services across northeastern Illinois supports our confidence that we will meet or exceed the Village's needs and expectations.

While Buffalo Grove continues to expand its bike network, we know the Village values the need to maintain existing bike/shared-use pathwaysto ensure their use is safe and comfortable for the users. Because the Village's current system has been constructed over many years, the quality and condition of surfaces and other appurtenances may vary quite drastically.



To ensure the best quality bike/shared-use network, we look forward to the opportunity to assist the Village with completing this important study. If you have any questions or would like any additional information, please feel free to contact us directly. On behalf of GHA, we look forward to discussing your needs in more detail.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.

Leo Morand

Leo Morand, P.E.
Director of Municipal Services
Direct: 847.821.6229
LMorand@GHA-Engineers.com

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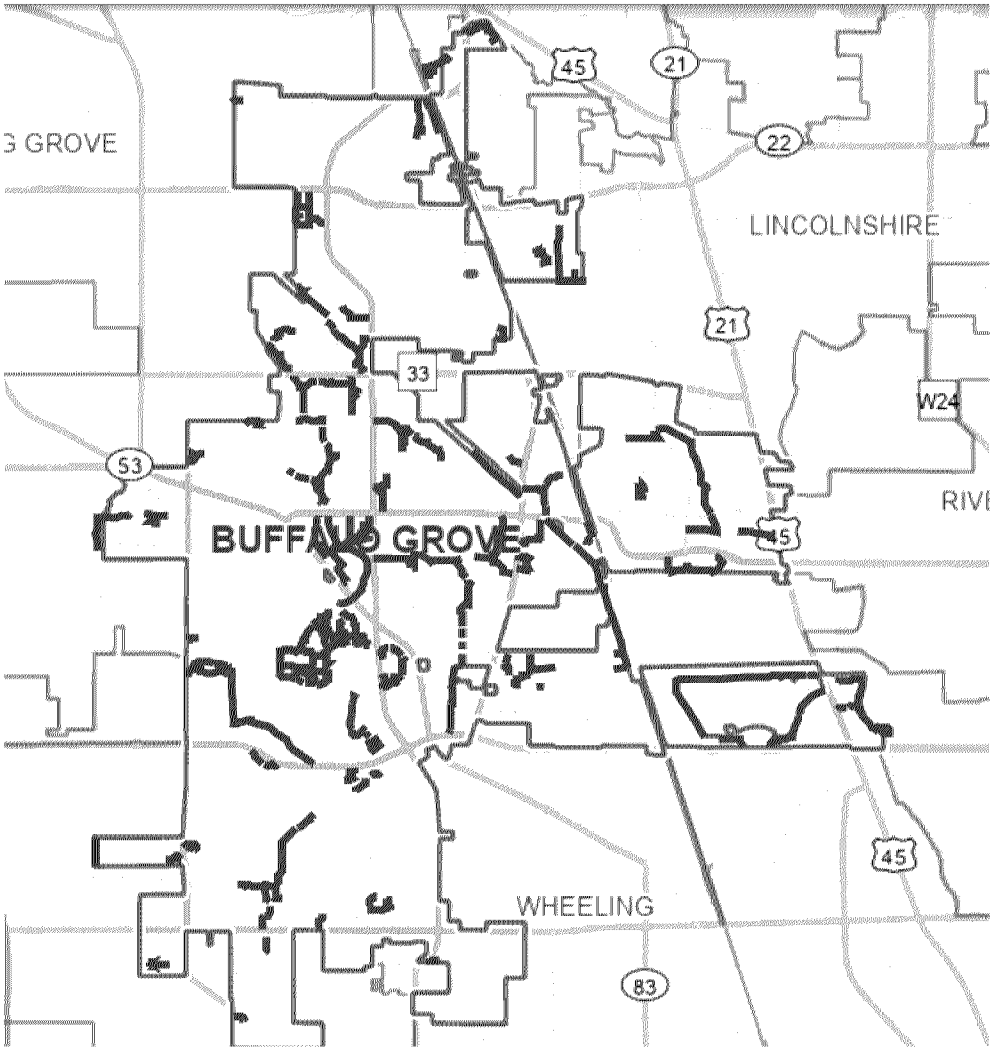


Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

SECTION I - INTRODUCTION TO FIRM

FIRM BRIEF

Services for Buffalo Grove's Bike Path Assessment will be administered from our Corporate Headquarters in Vernon Hills, **located just six miles from the Village of Buffalo Grove Municipal Campus**, a 12-minute drive.

CORPORATE OFFICE

Vernon Hills, IL 60061
625 Forest Edge Drive
P: 847.478.9700 | F: 847.478.9701

Columbia, MO 65202
6601 Stephens Station Road
P: 573.397.6900

GHA-Engineers.com

106 Team Members

36 Professional Engineers

41 Years in Business

Our team has been working with local municipalities for over 40 years. From a small home office in Lake Bluff, Illinois, the firm began with two engineers, Dave Gewalt and Bob Hamilton, driven to deliver engineering services that exceed clients' expectations by **always seeking efficiencies to contain costs and fresh options that reduce risk**. As a multidisciplinary civil engineering and surveying firm, GHA offers a wide range of professional civil engineering, surveying, transportation, environmental and geographic information services. Through decades of diversification and growth, GHA added experienced, quality professionals in complementary service lines to our firm, resulting in added depth and strength.

OVERVIEW, WHY GHA?

Biking is a popular activity in communities such as Buffalo Grove. And, although bicycling is often thought of as a recreational activity, the benefits of an enhanced network of bike/shared-use paths to the community are clear – better overall health, increased retail activity, positive impact on home values, and favorable impact to air quality – just to name a few.

A number of firms will be interested in assisting the Village with assessing the 23+ miles of paths and sidewalks within the Village; however, while GHA performs beyond expectation in a wide variety of project types, we have been selected to provide engineering guidance on numerous bicycle/pedestrian projects.

Among the reasons for this trust in GHA is that we feel very strongly that these projects have a remarkably positive effect on the community. GHA has been a go-to for many municipalities, park districts and others when projects are focused on enhancement of available outdoor recreational resources. The immediately noticeable effect that happens when bike/shared-use projects are completed is a great source of pride for our clients, and so, for GHA. These features are commonly referred to by clients as powerful (and useful) benefits that tend to attract new residents, businesses and provide an elevated opinion of our client communities.

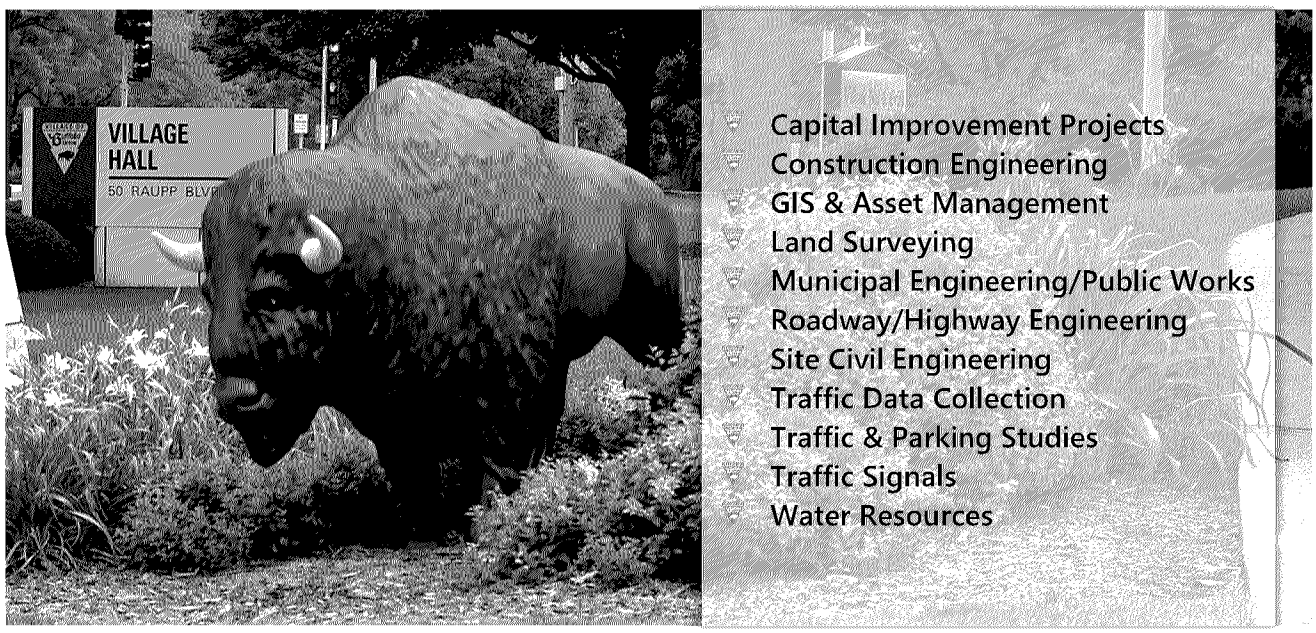
Bike/shared-use path projects include many Safe Routes to School projects, private client corporate campus projects, and numerous additional Lake County Forest Preserve paths.

We have experience both in the feasibility/planning and final design of major bike path, multi-use trail, and recreational path facilities.

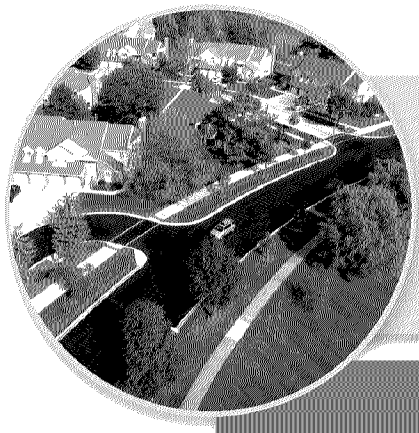
Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

LOCAL PRESENCE

GHA has been dedicated to assisting the Village with various engineering projects that help strengthen community value since 2015. We have provided planning, design, and construction engineering services; completing over 20 Village projects in a wide variety of disciplines, utilizing varying funding sources.

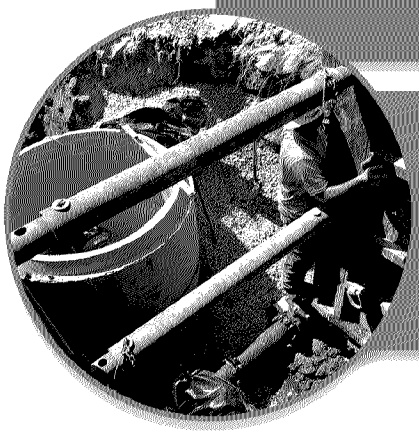


- Capital Improvement Projects
- Construction Engineering
- GIS & Asset Management
- Land Surveying
- Municipal Engineering/Public Works
- Roadway/Highway Engineering
- Site Civil Engineering
- Traffic Data Collection
- Traffic & Parking Studies
- Traffic Signals
- Water Resources



Thompson & Brandywyn Reconstruction

Buffalo Grove Rd Pedestrian Crossing



Port Clinton Water Main

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

SECTION II - APPROACH TO SERVICE DELIVERY

PROJECT UNDERSTANDING

The Village of Buffalo Grove intends to complete a study and assessment of the 23.8 miles of bike/shared use path within the Village limits. This work includes facilities owned and maintained by the Park District, School District(s), and/or other private entities. This type of study will aid the Village in determining the necessary funds required to adequately maintain the existing facilities network, planning for connections to larger regional pathways, and provide safer bicycle and pedestrian commuting and recreational opportunities.

With a complete list of pavement condition ratings and a professional plan in place, this study will provide Village officials and staff with a robust understanding of the needs of the current facilities network, and maintenance plans and methods can easily be identified to maximize the Village's budget and limit the inconveniences to end users. We know that the actionable information that will be gained from this project will play a big part in the Village's Capital Improvement Plan.

To provide the Village with a comprehensive plan, field investigations, estimate creation, report writing, improvement planning, project guidance, and other various tasks by experienced Engineers is necessary to fulfill the requirements of this project. It is understood that the Village utilizes Cartegraph as its preferred asset management software; **GHA currently has six (6) staff members skilled in the Cartegraph application, and three (3) *utilize it daily on behalf of the Village of Buffalo Grove.***

SCOPE OF SERVICES – PART A

In general, GHA proposes to utilize GIS information provided by the Village of Buffalo Grove from the project initiation phase and perform field data collection to prepare a Comprehensive Bike/Shared-Use Path Plan.

There are various ways to determine and rate existing pavement conditions based on levels of distress. Most methods assign each assigned segment with a Pavement Condition Index (PCI) or numerical Pavement Condition Rating (PCR) based on distresses found at the pavement surface. Some evaluations are completed by visual inspection while others are conducted with specialized mechanical equipment. Some utilize offsite databases, computer software, or GIS systems while others utilize more direct methods to manipulate the data. Choosing the best method can sometimes be a difficult task but determining the probable end user is usually the first step. End users can vary from technical professional engineers to Board members and staff.

Choosing the most useful and readable deliverable to accommodate everyone's needs is of utmost importance.

Based on our vast experience and positive feedback from both technical and non-technical persons, the rating system that GHA typically uses is a modified version of the PAVER Engineering Management System developed by the US Army Corps of Engineers; however, based on the Village's Request for Proposal Addendum, we will utilize the familiar Pavement Surface Evaluation and Rating (PASER) system.

Data Collection

The field investigation survey will be completed by means of visually evaluating the existing surface of each bike/shared-use path per the Village's current Bicycle Plan. Visual distress types including, but not limited to, rutting, raveling, settlement, and cracking will be reviewed and documented for frequency and severity. These

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

distresses will be broken out between surface and sub-surface pavement distresses and a numerical rating will be generated for each facility and segment. For example, a score of 10 for a particular facility would equate to brand new pavement and conversely, a score of 1 would equate to completely failed pavement.

Depending on the variation of distresses within each listed facility and segment, the field investigation survey can be broken out into separate areas that are showing similar types of distresses. For instance, if parts of a bike/shared-use path were recently rehabilitated, the old and new sections can be broken out into separate areas to ensure that proposed improvements aren't duplicated. These areas would be broken out on a map visually, so this information is easily referenced within the final report. These ratings can provide a basis for comparing the quality of facilities and segments, and then by combining this data with economic analysis, short-range and long-range budgetary plans can be developed.

During the site visit, and in accordance with the Village's Request for Proposal Addendum, we will collect physical data such as length and width to get an accurate area of each facility to assist in preparation of providing an annual program and associated improvement costs. All the data collected during the field investigation survey will be manually entered into Cartegraph in real-time by one of our skilled Cartegraph users.

Should the Village modify the scope of improvements included in the Request for Proposal, our scope can be modified accordingly. Furthermore, at the Village's request, ***GHA can integrate the data collected within the Village's existing GIS environment for future internal use***.

SCOPE OF SERVICES – PART B

Upon completion of Part A - Field Inspections/Data Collection and authorization to proceed, GHA will begin work on the Part B - Analysis/Evaluation/Report portion of the project. We will review the data from Part A to identify current path conditions; develop a maintenance plan with recommendations; determine connectivity gaps; determine deficient bike paths that don't meet minimum width guidelines; and prepare various exhibits necessary to develop a final report. Included in our work will be five meetings with the Village to review our progress and develop strategies. In our experience, ***it is important to work with the Village in order to develop a report that is financially feasible and allows the greatest ability to be implemented***. We understand that no public hearings will be necessary with this project. The final report will include sections on recommended rehabilitation to existing paths; recommended new connections/path locations; exhibits; and cost estimates.

PROJECT SCHEDULE

PART A	Upon Approval
Anticipated Notice to Proceed	August 2022
Field Data Collection	September 2022
Data Entry	October 2022
PART B	Mid November - End of February 2023
Pavement Condition Rating Development	November 2022
Analysis	December 2022
Draft Report	January 2023
Final Report	February 2023

SECTION III - REPRESENTATIVE PROJECTS/SERVICES

PARKS PAVEMENT ASSESSMENT

Buffalo Grove, Illinois

CLIENT
Buffalo Grove Park District

LOCATION
Buffalo Grove, IL

PROJECT FEATURES
Bicycle & Pedestrian Improvements
Data Collection
Parking Lot Rehabilitation
Pathway Improvements
Rehabilitation Program

SCOPE OF SERVICES
Data Collection
Field Investigation
Pavement Assessment
Pavement Assessment Report
Site Investigation

COST
$16,000

REFERENCE
Tim Howe, CPRP, CPSI, CPO
Director of Parks and Planning
Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, IL 60089
847.850.2163
thowe@bgpkr.org

PROJECT OVERVIEW

In the fall of 2019, GHA was retained by the Buffalo Grove Park District to provide an assessment of the existing flexible pavement (asphalt) parking lots and pathways of 38 of the 55 park and facilities owned by the District; establish a continuous ten-year program; and prepare an engineer's opinion of probable cost for 2 of the parks and facilities. These assessments are used to provide the Park District's Operations Staff a guide for pavement rehabilitation in the District. Our team works with the staff each year near budget time to select and price out repair work for the park facilities.

GHA performed a comprehensive site review of each respective park and facility to evaluate the types of pavement failures. The rating system of the infrastructure is based on current levels of distress and each parking lot or path has been assigned a numerical Pavement Condition Rating (PCR). This condition rating system is a modified version of the PAVER Engineered Management System developed by the US Army Corps of Engineers for assessment of roadways. The PCR system modifications allow it to be a better tool to review parking lots, driveways and other non-linear asphalt surfaces.

GHA reviewed the existing pavement surface at each parking lot and pathway, and documented the visual distresses in the current pavement including rutting; raveling; longitudinal cracking; transverse cracking; raveling; edge cracking; random cracking; and other distresses as observed in the field. These distresses will be broken out between surface and sub-surface pavement distresses and a rating has been provided for each roadway within the property.

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

BICYCLE AND PEDESTRIAN IMPROVEMENT PLANNING

Skokie, Illinois

CLIENT
Village of Skokie

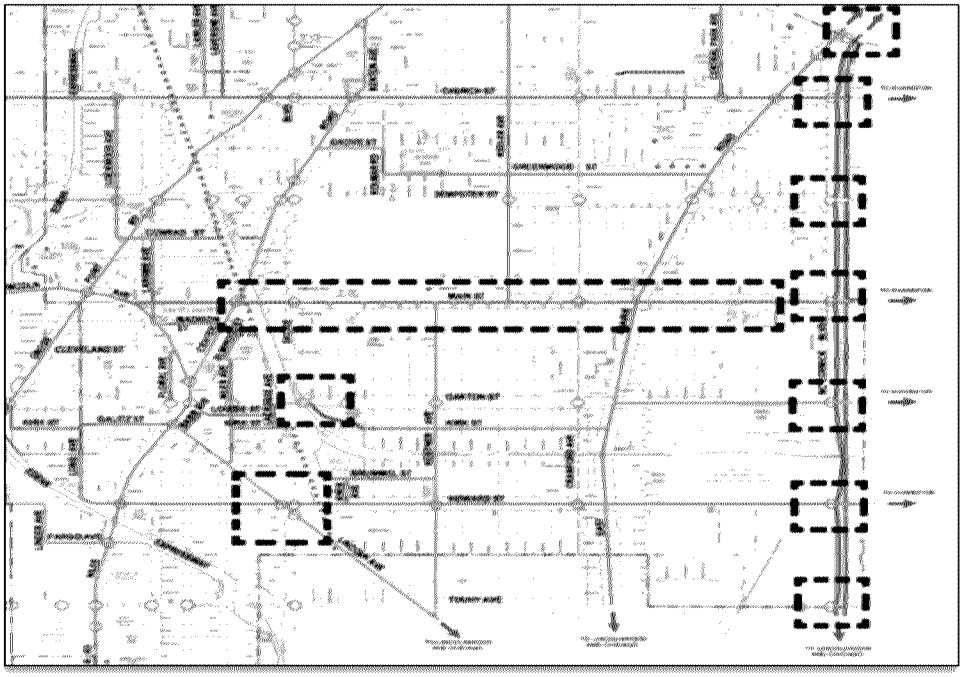
LOCATION
Skokie, IL

PROJECT FEATURES
Feasibility Study
Pedestrian Crossing Improvements
Bicycle Crossing Improvements

SCOPE OF SERVICES
Field Observations
Intersection Improvements
Improvement Recommendations
Prelim Estimate of Cost

COST
$80,000

REFERENCE
Steve Marciani, AICP
Village of Skokie
5127 Oakton Street
Skokie, IL 60077
847.933.8447
steve.marciani@skokie.org



PROJECT OVERVIEW

GHA was part of a team retained by the Village of Skokie to provide design recommendations for pedestrian and bicycle crossing improvements, as well as study the feasibility of adding bicycle lanes to the Village's existing street network. Bicycle activity and pedestrian crossings within the Village are encumbered by intersections designed to promote high vehicle volume throughput.

GHA conducted field observations at several locations that were identified by the Village as being critical intersections for bicycle and pedestrian improvements.

The observations helped formulate recommendations for interim intersection improvements, including ADA ramps; crosswalk re-striping; pavement markings; and pavement patching.

GHA also provided recommendations for long term bicycle improvements for this $80,000 project, including bike activated detector loops at pedestrian crossings; bicycle lane striping; and road widening projects for installing bike lanes. Additionally, GHA prepared a preliminary estimate of costs for the necessary improvements.

GHA has completed many Pavement Condition Ratings and Assessments over the years. In the last five years alone, we have completed the following similar projects:

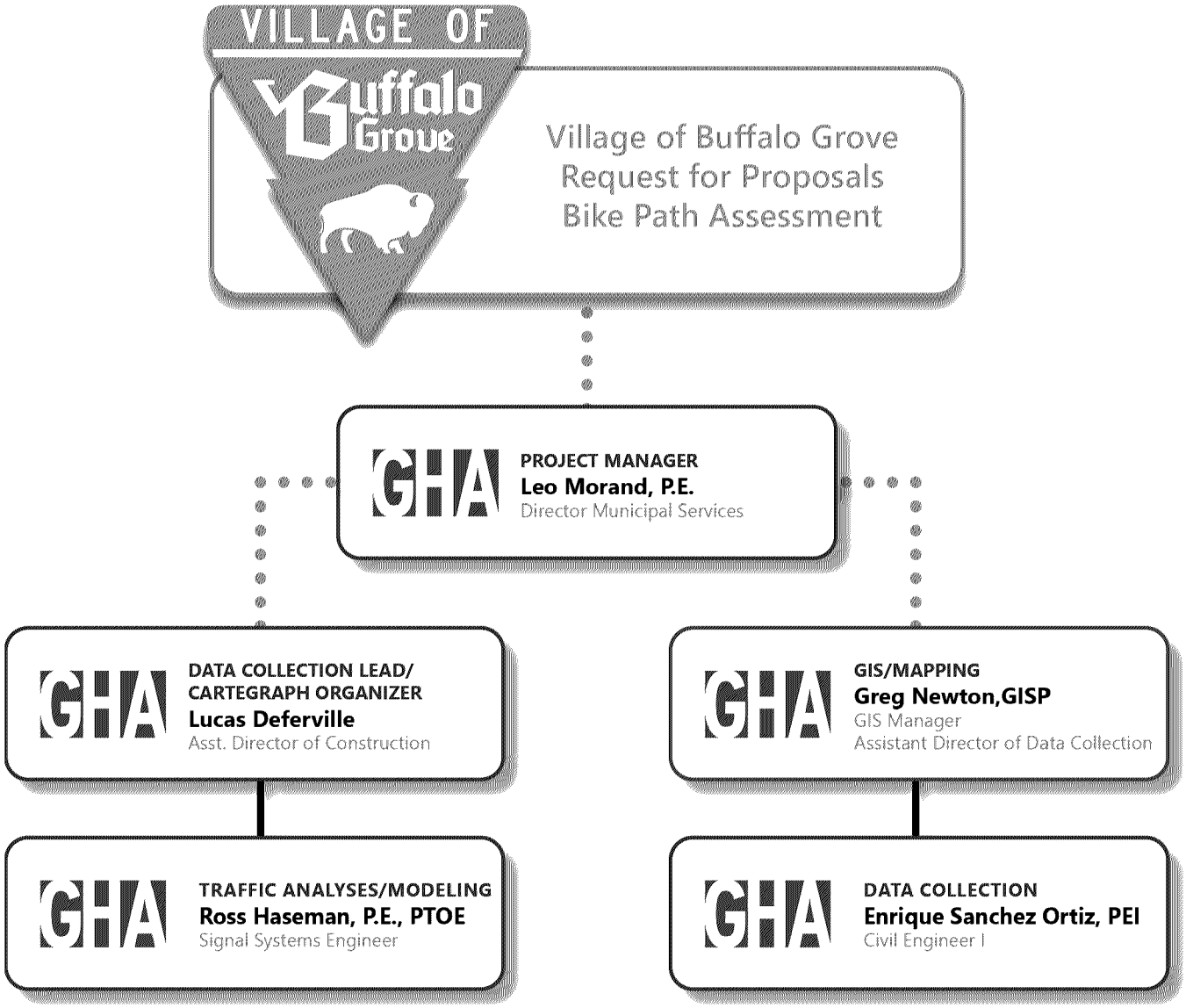
Client	Total Roadway Length (Miles)	Total Shared-Use Path (Square Yard)	Total Parking Lot Area (Square Yard)
Municipalities			
Village of Northfield*	14.5		19,195
Village of Riverwoods*	6.3		
City of Prospect Heights*	41.3		
Village of Libertyville	33.7		
Village of Round Lake Beach*	36.0		
Village of Lake Barrington	23.7		
Village of Kildeer*	31.7		
Village of Long Grove*	29.3		
Village of Schiller Park	23.1		
Village of Volo	17.5		
Village of Wadsworth	15.5		
Homeowners Associations			
Courts of Indian Creek	0.9		
Middlefork Woods Condominium Assoc.			1,000
Hunt Club on the Lake Condominium Assoc.	0.2		6,500
Park Districts			
Crystal Lake Park District		40,055	67,930
Bloomingdale Park District		28,730	28,500
Buffalo Grove Park District		73,840	105,260
IL Sports Facilities Authority – Guaranteed Rate Field			211,165
Vernon Hills Park District		42,985	34,655
School Districts			
Carmel Catholic High School	1.3		18,730
Woodstock Community Unit School Dist. 200	3.3		45,060
Community High School District 117	3.1		66,200
McHenry Community High School Dist. 156			25,530
Richmond-Burton Community High School District 157			41,290
Townships			
Ela Township*	23.5		
Libertyville Township	26.2		
TOTALS:	**331.1**	**185,610 (39.55 Miles)**	**671,015**

* Updated Annually.

SECTION IV - RESUMES AND ORGANIZATION

We know the Village values innovative ideas that are both sustainable and budget-friendly. GHA is committed to providing available and experienced staff who offer efficient solutions, proactive communication, and help maintain forward momentum toward reaching your goals.

This team has consistently delivered value to clients by seeking opportunities to save both time and project funds by means of finely tuned project management and efficient, effective communication.



Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

Education
Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology, 2002

Professional Registration
IL Licensed Professional Engineer No. 062-059505

Memberships
American Society of Civil Engineers

American Public Works Association

National and Illinois Society of Professional Engineers

GHA GEWALT HAMILTON ASSOCIATES, INC.

Project Manager

Leo X. Morand, P.E.

Director of Municipal Services
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6229
LMorand@GHA-Engineers.com

Experience
Mr. Morand joined Gewalt Hamilton Associates, Inc. in 2001 as an intern. After receiving his degree in 2002, Mr. Morand became a full-time project engineer focusing primarily on municipal engineering, site design, construction engineering, and maintenance planning. Mr. Morand works directly for numerous government agencies.

Annual Road & Utility Improvements, Buffalo Grove
Since 2013, Mr. Morand has helped the Village establish long-range goals for water main, storm sewer and roadway budgets, and assists the Village in determining project limits as well as broad-scale scope for future capital improvement projects. Mr. Morand works with Village staff to develop budgets for Board approval, and also aids in determining funding sources; potential additional taxes/charges on current Village water bills. Projects typically include surveying; water main design; roadway design; roadway resurfacing; MFT funds; permitting; resident coordination; and Resident Engineering during construction. Totaling over $8 million, the 2016 improvements were completed in multiple phases.

- Phase 1 (~ $2 million) – 3,500 lf full-depth roadway reconstruction; curb & gutter replacement; ADA curb ramps upgrades; existing water main replacement with new 8" water main; and existing storm sewer replacement with new 24" storm sewer.
- Phase 2 (~ $1.8 million) – 5,600 lf full-depth roadway reconstruction; curb & gutter replacement; and ADA curb ramps upgrades.
- Phase 3 (~ $4.5 million) – 9.5 miles of roadway resurfacing and reconstruction; spot removal/replacement of curb & gutter; and ADA curb ramps upgrades.

Annual Capital Improvement Projects, Barrington
Mr. Morand has completed many design projects for the Village since 2004 and has served as Project Manager for these programs since 2009. Work has included the design of over 25,000 linear feet of roadway reconstruction/rehabilitation with various utility improvements. The programs typically include new water main, storm sewer upgrades, sanitary sewer replacements and storm and sanitary sewer spot repairs. The combined value of the seven programs is over $15 million.

Utility Improvements
Mr. Morand has served as Project Manager and Project Engineer on reconstruction projects for school districts, park districts, municipalities, and hospitals. While a good portion of the work emphasizes new improvements, a majority of the design requires an in-depth understanding of the existing utility systems and determination of which portions need to be rerouted and which sections may be salvaged.

GIS/Mapping

Gregory A. Newton, GISP

Assistant Director of Data Collection
GIS Manager
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6265
GNewton@GHA-Engineers.com

Education
Bachelor of Arts, Geography with emphasis on GIS, University of Colorado, 2007

Licenses & Certifications
GIS Professional #67922

Illinois Public Pesticide Operator's License

American Red Cross CPR and First Aid Certified

IDOT and PDRMA Driver's Safety Certified

GHA GEWALT HAMILTON ASSOCIATES, INC.

Experience

Mr. Newton is Assistant Director of GHA's Data Collection Division and often works within GHA's Municipal Division to manage mapping support, web mapping applications, data analysis, and general GIS services. Responsibilities include management of online mapping services, utility and endangered species mapping for private and municipal clients, and provides mapping and data analysis in support of engineering design and planning projects.

Mr. Newton also assists in planning software upgrades and researching advancing technologies, as well as maintaining GHA's online mapping server.

Municipal GIS Services

Services include utility mapping and analysis, road maintenance programs, village and parcel boundary adjustments, village zoning and floodplain mapping, transportation analysis, creating and maintaining village spatial data and web mapping applications.

GIS Online Mapping Development

Mr. Newton is responsible for developing and maintaining GIS web mapping applications for many of GHA's municipal clients. These applications allow user friendly access to spatial data maintained by GHA, including utility, parcel, floodplain, and zoning data.

Habitat Conservation Plan – Cook, DuPage & Will Counties, IL

Mr. Newton provided mapping services for a collaborative Habitat Conservation Plan for a public utility company to satisfy the requirements of a Section 10 Permit with the U.S. Fish and Wildlife Agency. The project analyzed potential impacts to wetlands, as well as threatened/endangered species and their habitats. The mapping product detailed existing habitat and location of known species and the potential "take" of the listed species.

Flood Hazard Mitigation Plans – Various Counties in Kansas

Responsibilities included creating flood models using HAZUS-MH MR3; analyzing and mapping models in relation to critical facilities; and writing analytical reports. Performed MS Access queries to sort and analyze critical facilities and flood data.

Various Stormwater Projects

Provided GIS data gathering, sorting, analyzing, and mapping services in support of calculations for large-scale floodplain studies, base flood elevation studies and stormwater management reports for residential and commercial developments; storm sewer design; zoning map creation; and demographic reports.

Education
Bachelor of Science Construction Management, Western Illinois University, 2005

Professional Registration
IDOT Documentation of Contract Quantities Certification #21-18683

IDOT Training: CMMS, MUTCD, ICORS, MISTIC

Canadian National FRAM 214 Railroad Workplace On-Track Safety Training

eRailSafe System Contractor #2734374

IDOT Material Management of Jobsite Certified

Certified Work Zone Safety Specialist ISMA Certification #ZZ_93901

CPR/AED and First Aid Certified

Memberships
American Society of Civil Engineers

American Public Works Association

GHA GEWALT HAMILTON ASSOCIATES, INC.

Data Collection Lead/Cartographer Organizer

Lucas J. Deferville

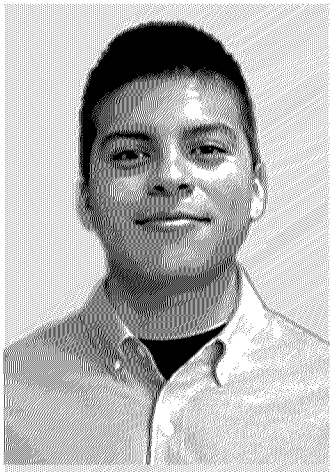
Assistant Director of Construction
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6201
LDeferville@GHA-Engineers.com

Experience
Lucas J. Deferville serves as GHA Assistant Director of Construction and has over 20 years of experience with an emphasis on construction engineering and contract administration. Mr. Deferville has been with Gewalt Hamilton Associates, Inc. for 17 years as a full-time employee and for 4 years prior as an intern. Mr. Deferville oversees construction phase operations and is responsible for managing all phases of Phase III including observation, contract conformance, schedule and budget adherence, material inspection management, soil erosion/sediment control practices, and public relation coordination with clients and project stakeholders. Mr. Deferville served as a field engineer or project manager on a multitude of Phase III projects and employs his experienced field practice to mentor a skilled team and provide experienced guidance, technical assistance, and quality control management for clients, contractors, and field staff.

Infrastructure Modernization Construction Coordinator, Buffalo Grove
Construction Coordinator assisting Village and GHA staff with construction management and administration of 13 various Infrastructure Modernization Program projects with a construction value of over $20 million utilizing federal, Motor Fuel Tax, and local funds.

Senior Project Manager for Various Pavement Analysis and Management Programs
Mr. Deferville has managed a comprehensive asset evaluation and provided Clients with a summarized report describing the current conditions of their facilities pavement along with recommended rehabilitation methods. These recommendations were summarized into multi-year maintenance plans that included inflation adjusted engineer's opinions of probable cost for the various recommended maintenance methods. Mr. Deferville has completed pavement analysis and management programs for 7 municipalities; 5 Park Districts; 5 School Districts; and 3 Homeowners Associations to-date.

Senior Project Engineer for CUSD #302 Pavement Improvements, Sugar Grove, Maple Park, and Elburn
Since 2014, Mr. Deferville has been responsible for evaluating and designing the District's biennial pavement assessment and capital improvement projects. The programs typically include pavement patching; sidewalk installation; crack filling; pavement sealcoating; curb & gutter replacement; and storm sewer upgrades. Engineering and construction management services typically include facility planning & budgeting; contract document preparation; construction observation; and coordination with District's architect and other design team members.



Education
Bachelor of Science in Civil Engineering, University of Illinois at Chicago, 2019

P.E.I. certification #061.040699

Illinois Department of Transportation

- Documentation of Contract Quantities 20-16498

GEWALT HAMILTON ASSOCIATES, INC.

Data Collection

Enrique Sanchez Ortiz, PEI

Civil Engineer I
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6242
ESanchez@GHA-Engineers.com

Experience
Enrique Sanchez is a recent Civil Engineering graduate, joining GHA in early 2020 to work within our Construction and Survey Division. Enrique has been assigned to numerous construction projects in that time in the capacity of construction observation and documentation training.

Hook Dr & Orchard Ln Improvements, Phase III, Round Lake Beach
Mr. Sanchez was assigned to this $5.2 million improvement located on Orchard Lane from Rollins Road to Monaville Road and Hook Drive from Orchard Lane to Rollins Road, in Round Lake Beach. Improvements include earth excavation; pavement removal; curb and gutter removal; sidewalk improvements; curb and gutter installation; hot-mix asphalt surface and full-depth pavement placement; hot-mix asphalt shared-use path; concrete block retaining wall; drainage improvements; pavement markings; landscape restoration. The project also includes improving the existing crosswalks and sidewalk ramps throughout the project limits to ADA standards. Responsible for weekly updates to project-specific website developed by GHA.

District 214 Buffalo Grove High School Parking Lot Access Improvements, Buffalo Grove, IL
Mr. Sanchez was the field engineer performing construction observation on the District 214 Improvement Projects. This project included 3 different locations, Elk Grove High School, Buffalo Grove High School, and the Academy at Forest View. Although his main responsibility was focused on providing construction layout, he also provided weekly updates to the client (District 214) and coordinated materials testing for concrete pours and HMA paving. This project included curb and gutter removal and reinstall; storm sewer installation; and HMA milling and repaving. New sidewalks were put in to conform to ADA standards.

Buffalo Grove Green Knolls/Gail Project, Buffalo Grove, IL
Mr. Sanchez provided construction observation for curb and gutter removal; roadway excavation; roadway base and subbase installation; and concrete sidewalk pouring. He also measured for contract quantities and conducted depth checks for the various layers of the roadway.

2020 Road Maintenance Program, Long Grove and Kildeer, IL
Mr. Sanchez was the resident engineer on this $968,000 project that included road rehabilitation on all of W. Brandon Road and E. Cuba Road from S. Krueger Road to Old McHenry Road. Improvements included full-depth pavement removal; HMA milling; curb and gutter removal and reinstall; hot-mix asphalt surface and full-depth pavement placement; underground drainage improvements; pavement markings; landscape restoration. Responsible for all construction observation and measuring for contract quantities. He also provided weekly updates to the clients (Villages of Long Grove and Kildeer).

SECTION V - REFERENCES

Buffalo Grove Park District
Tim Howe, CPRP, CPSI, CPO
Director of Parks and Planning
530 Bernard Drive
Buffalo Grove, IL 60089
847.850.2163
thowe@bgpkr.org

Village of Libertyville
Paul Kendzior, P.E., CFM
Director of Public Works
200 E. Cook Avenue
Libertyville, IL 60048
847.918.2100
pkendzior@libertyville.com

Village of Northfield
Mike Nystrand
Director of Public Works
1800 Winnetka Road
Northfield, IL 60093
847.441.3810
mnystrand@northfieldil.org

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

SECTION VI - FORMS AND ACCOMPANYING DOCUMENTS

As requested, the following forms and documents are provided in the subsequent pages:

- Profile and Qualifications Form
- Public Contract Statements
- List of current Affiliations, Accreditations or Awards
- State of Illinois Professional Design Firm License
- State of Illinois Annual Transportation Fee Capacity letter from IDOT

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

VoBG-2022-09

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR RESPONSE.

RESPONDENT: Gewalt Hamilton Associates, Inc.

SIGNED: Leo Murad DATE: July 26, 2022

TITLE : Director of Municipal Services

VoBG-2022-09

PROFILE AND QUALIFICATIONS FORM

Each Consultant is required to fully answer all questions in each category listed below

All questions must be addressed by the Consultant for this application form to be properly completed. Failure to answer any question or comply with any directive contained in this form may be used by the Village as grounds to find the Consultant ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name Gewalt Hamilton Associates, Inc.

Business Address 625 Forest Edge Drive

City Vernon Hills State Illinois

County Lake Zip Code 60061

2. Names and Titles of Two Contact People

A) Leo X. Morand, P.E. Director of Municipal Services

Phone (847) 821-6219 Email LMorand@GHA-Engineers.com

B) Brian J. Wesolowski, P.E., CFM Civil Engineer

Phone (847) 821-6235 Email BWesolowski@GHA-Engineers.com

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Gewalt Hamilton Associates, Inc.

Division (attach separate list if more than one is to be included)

N/A

Subsidiary

N/A

Branch Office

N/A

Name of Entity: Gewalt Hamilton Assocites, Inc.

Address: 625 Forest Edge Drive

Vernon Hills, IL 60061

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

4. Type of Firm:

- ○ Corporation
- ○ Partnership
- ○ Sole Ownership
- ○ Joint Venture
- ○ Other ESOP

5. Federal Employer Identification Number 36-3426053

6. Year Firm was established 1981

7. Name and Address of Parent Company: (if applicable) N/A

8. Acknowledgement of receipt of Addenda(s)_____ (list each addendum number)

Attach each signed addendum, if any, to the Response Packet as part of your submittal.

Date July 26, 2022

(Sign here) By _____

(Print Name) Leo X. Morand, P.E.

Title Director of Municipal Services

E-mail LMorand@GHA-Engineers.com

VoBG-2022-09

VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/CONSULTANT

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

> The below-signed Consultant/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Biding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Complied Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

> The undersigned Consultant does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

> The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) _____

Gewalt Hamilton Associates, Inc.

Print Name of Contractor/Consultant/Supplier

Todd P. Gordon

Signature

Todd P. Gordon, P.E., CEO

Title

Subscribed and Sworn to before me this 26th day of July, 2022.

Peggy Yarbro

Notary Public

Notary Expiration Date 8/14/2022

OFFICIAL SEAL
PEGGY YARBRO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/14/22

AFFILIATIONS, ACCREDITATIONS, & AWARDS

Gewalt Hamilton and our staff are members of the following organizations:

- American Planning Association
- American Society of Civil Engineers
- American Water Works Association
- Center for Watershed Protection
- Chicago Wilderness Corporate Council
- GLMV Chamber of Commerce
- Highland Park Environmental Commission
- Illinois Association of Environmental Professionals
- Illinois Association of Floodplain and Stormwater Managers
- Illinois Association of Park Districts
- Illinois City Managers Association
- Illinois Geographic Information System Association
- Illinois Parks and Recreation Association
- Illinois Professional Land Surveyors Association
- Illinois Road and Transportation Builders Association
- Illinois Society of Professional Engineers
- International Municipal Signal Association
- Institute for Sustainable Infrastructure
- Institute of Transportation Engineers
- International Erosion Control Association
- Lake County Township Highway Commissioners Association
- National Society of Professional Engineers
- Sports Turf Managers Association
- South Suburban Mayors & Managers Association
- Water Environment Federation

Our firm is licensed or prequalified with the following agencies in Illinois:

- State of Illinois Department of Financial and Professional Regulation
- Illinois State Board of Elections
- Illinois Department of Human Rights
- State of Illinois Secretary of State
- Illinois Department of Transportation
- Illinois State Toll Highway Authority
- Capital Development Board
- Cook County
- City of Chicago
- Kane County Division of Transportation
- Forest Preserve District of DuPage

Many of the projects we've completed on behalf of our public-sector clients have received awards from organizations such as:

- American Public Works Association
- Chicago Wilderness Consortium
- Great Lakes Park Training Institute
- Illinois Association of Park Districts
- Illinois Park & Recreation Association
- Lake County Stormwater Management Commission
- National Arbor Day Foundation

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
184.000922-0010
035.003341

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
04/30/2023

DESIGN FIRM - LAND SURVEYOR/PROF ENG

GEWALT-HAMILTON ASSOCIATES INC
625 FOREST EDGE DR
VERNON HILLS, IL 60061-4104

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

15698676

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 22, 2022

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Arthur Penn
GEWALT HAMILTON ASSOC., INC.
625 Forest Edge Drive
Vernon Hills, IL 60061

Dear Arthur Penn,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2020. Your firm's total annual transportation fee capacity will be $20,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 165.81% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2021. You will be given an additional si months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR GEWALT HAMILTON ASSOC., INC.

CATEGORY	STATUS
Special Studies - Signal Coordination & Timing (SCAT)	X
Special Studies - Traffic Studies	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Waterways: Typical	X
Special Studies- Location Drainage	X
Location Design Studies - Rehabilitation	X
Special Services - Construction Inspection	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Sanitary	X
Special Studies - Feasibility	X
Special Plans - Traffic Signals	X
Highways - Roads and Streets	X
Special Services - Surveying	X
Special Studies - Safety	X
Hydraulic Reports - Pump Stations	X

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

SECTION VII - DISCLOSURES

Financial Disclosure

Per the RFQ, Gewalt Hamilton is providing the following statement of our assets and liabilities.

Gross Revenues – 2021 ..... $18,790,000

Total Debt – 2021 ..... $12,200,000

Total Employees – current 106

Professional Liability/Errors & Omissions Insurance

A copy of our current Certificate of Insurance is provided on the following page for verification purposes.

Litigation

Gewalt Hamilton Associates, Inc., its ownership, management and/or employees have never been involved in litigation or had complaints filed for improper practices with the Illinois Department of Professional Regulations or any other state or federal regulatory authority.

Gewalt Hamilton is not currently a party to any pending suits.

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 09/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Crissie Insurance Group
6400 Shafer Court
Suite 600
Rosemont IL 60018

CONTACT NAME: Anne Christy
PHONE (A/C, No, Ext): (847) 296-0655 FAX (A/C, No):
E-MAIL ADDRESS: annec@crissieins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Fire Insurance Company of Hartford	20478
INSURER B :	Continental Casualty Company	20443
INSURER C :	Underwriters at Lloyds of London	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills IL 60061

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6043217108	09/30/2021	09/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6043217092	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6043217089	09/30/2021	09/30/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6049525032	09/30/2021	09/30/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Architects and Engineers Professional Liability			ANE1118020-21	09/10/2021	09/10/2022	Each Claim $75K Ded. Aggregate $225K Ded.	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

CERTIFICATE HOLDER

Proof of insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Crissie

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Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

SCHEDULE OF PRICES

Bike Path Assessment

TO: THE VILLAGE OF BUFFALO GROVE

FULL NAME OF CONSULTANT: Gewalt Hamilton Associates, Inc.

MAIN BUSINESS ADDRESS: 625 Forest Edge Drive

Vernon Hills, IL 60061

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "Bike Path Assessment", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices. Consultants may choose to submit individually on Scope of Services Part **A**, Part **B**, or Part **A** plus Part **B** combined.

SCHEDULE OF PRICES

Description	Cost
Scope of Services for Part A	$16,000.00
Scope of Services for Part B	$25,000.00
Scope of Services for Both A & B	$41,000.00
Scope of Services if awarded Both A & B	$39,000.00

*Consultant is to complete description in above table.

A. Total Project Cost $ 16,000.00

Written amount of A. Total Project Cost $ Sixteen Thousand

Attachment: Professional Service Contract Bike Path Study (O-2022-78 : Bike Path Condition and Connectivity Study)

B. Total Project Cost $ 25,000.00

Written amount of B. Total Project Cost $ Twenty-five Thousand

A & B. Total Project Cost $ 39,000 GHA offers a discounted rate if awarded both Part A & Part B

Written amount of A & B. Total Project Cost $ Thirty-nine Thousand

An original digital or scanned copy of the Schedule of Prices in PDF format consisting of pages 7-8. File shall be submitted as a separate file from the proposal and named as follows:

"Company Name"VoBG-2022-09 Schedule of Prices for Bike Path Assessment

Date July 26, 2022

Signature Leo Morand

Title Director of Municipal Services

Printed Name Leo X Morand, P.E.

Exhibit C.
Insurance

1. Firm's Insurance

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

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

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

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

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

   The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

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

L. Professional Liability

1) Professional liability insurance with limits not less than $1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.
2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3) Provide a certified copy of actual policy for review.
4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

Ordinance No. O-2022-79 : Approval of an Inter-Governmental Agreement with Cook County for an Invest in Cook County Grant

Recommendation of Action

Staff recommends approval.

SUMMARY: The Village received a $40,000 grant towards the Arlington Heights Road Crosswalk. An Inter-Governmental Agreement is required with Cook County to receive the funds.

ATTACHMENTS:

- Memo 40k Cook County IGA (DOCX)
- 2022 Invest in Cook Buffalo Grove IGA(DOCX)
- Ordinance IGA Cook County Invest in Cook AH RD (DOCX)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 5, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Invest in Cook Grant Intergovernmental Agreement

The Village was awarded a $40,000 'Invest in Cook Grant' towards creating a new crosswalk at the north entrance to Buffalo Grove High School on Arlington Heights Road and removal of the existing crosswalk located west of the high school.

This crosswalk project impacts several stakeholders including Cook County, Buffalo Grove High School, Village staff including Public Works and the Police Department, the Village of Arlington Heights, as well as the residents in the area. Cook County funded an engineering study by Civiltech Engineering. The Village then completed the design and permit application through Civiltech Engineering.

This grant will fund part of the construction project that will also be presented to the Village Board for review on August 15th.

Staff recommends approval of this IGA.

Attachment: Memo 40k Cook County IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

AN INITIATIVE OF: CONNECTING COOK COUNTY Beyond Transportation

INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement** (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), acting by and through its Department of Transportation and Highways (the "Department"), and the Village of Buffalo Grove, a municipal corporation of the State of Illinois (the "Grantee" or "Village"). The County and Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County's first long-range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region's economic competitiveness;

WHEREAS, Invest in Cook is an annual $8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over $125 million in additional federal, state and local funds;

WHEREAS, on July 28, 2022, the County informed the Village that it had been selected for participation in the 2022 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to $40,000 toward construction and construction engineering costs for the Village's Arlington Heights Road School Crossing Project (the "Project");

WHEREAS, the planned improvement will relocate a pedestrian crossing across Arlington Heights Road north of Dundee Road to improve visibility and safety for pedestrians;

WHEREAS, the crossing will be moved about 400 feet north to a better midblock location and provided with a new median refuge island;

WHEREAS, the crossing will primarily serve Cooper Middle School students, students and staff of Buffalo Grove High School, and residents connecting to off-street bike paths, parks, and local businesses;

WHEREAS, this Agreement will set forth the Parties' respective responsibilities and obligations for construction and construction engineering, maintenance, funding and reporting of the Project;

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

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

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

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

- **SECTION 1. CONSTRUCTION AND CONSTRUCTION ENGINEERING**

  A. Notice to Proceed. The County's execution of this Agreement will be deemed a "Notice to Proceed" for the Grantee to commence work on the Project.

  B. Bid Documents. The Grantee will prepare contract bid documents for the Project, including, but not limited to, the minimum qualifications, plans and specifications, special provisions and cost estimates.

  C. Construction Contract. The Grantee will award and execute a construction contract to furnish all labor and materials needed to complete the Project. In awarding and administering the contract, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the contract to the County within 14 calendar days of execution.

  D. Insurance. The Grantee will require that its construction contractor name the County as an additional insured party under the contractor's general liability insurance policy.

  E. Construction Engineering Agreement. The Grantee will enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the Project. Construction engineering services may include, but are not limited to, attendance at pre-construction and progress meetings, providing full-time or part-time

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

inspection services and/or providing material testing reports. In awarding and administering the construction engineering agreement, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within 14 calendar days of execution.

F. Grantee Resources and Staff. Upon written concurrence from the County, the Grantee may elect to perform construction engineering services for the Project using its own resources and staff. Notwithstanding the foregoing, the provisions of Section 3.C.v.d. remain in effect and the County will not reimburse the Grantee for any administrative costs expended by the Grantee, including staff salaries and wages.

G. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured.

H. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.

I. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.

J. Pre-Construction Notices. The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven calendar days' advance written notice to the County prior to the start of construction.

K. Public Outreach. The Grantee will coordinate and control public notification of the scope, timing and duration of the Project.

L. Right of Inspection. The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Grantee will work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction and/or construction engineering of the Project. Any dispute(s) concerning construction and/or construction engineering of the Project will be resolved in accordance with Section 5.I. of this Agreement.

M. Final Inspection Notice. The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to final inspection of the Project.

N. County Permits. The Grantee will apply for and the County will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee and/or its agents, without charge of permit fees to the Grantee.

O. County Signage. Upon request of the County, the Grantee will erect signage at or near the construction site(s), on the Grantee's property, indicating the County's participation on the Project. The County will provide the Grantee with the required signage.

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

P. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

- **SECTION 2. MAINTENANCE**

A. Definitions. As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.

B. General Duty to Maintain. Before, during and after completion of construction of the Project, the Grantee will maintain, or cause to be maintained, those portions of the Project under its established jurisdictional authority.

C. Sidewalks/Multi-Use Paths. The Grantee will own, operate and maintain any sidewalks and/or multi-use paths constructed or improved as part of the Project, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations.

D. Indemnification. The Grantee will defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the Project.

E. Survives Termination. The Grantee's maintenance obligations described in this section will survive termination of this Agreement.

- **SECTION 3. FINANCIAL**

A. Cost Estimate. Estimated construction and construction engineering costs for the Project are $98,500.

B. Cost Participation

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

i. Grantee Cost Participation. The Grantee will pay all actual construction and construction engineering costs for the Project, subject to reimbursement by the County as described below.

ii. County Cost Participation. The County will reimburse the Grantee for 41% of actual construction and construction engineering costs for the Project, up to, but not to exceed $40,000.

C. Reimbursement Procedures

i. Advance Payment. Upon full execution of the construction contract for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of $20,000. This amount represents 50% of the County's maximum financial contribution under this Agreement.

ii. Milestone Payment. Upon completion of 70% of the construction contract and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of $10,000. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.

iii. Final Payment. Upon completion of construction of the Project and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual construction and construction engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.

iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:

a. A cover letter addressed to the Department's Bureau Chief of Construction, including the name of the Project and its associated section number;

b. Copies of all cancelled checks paid to the consultant(s) and/or contractor(s) (or copies of the associated bank ledgers reflecting the payments);

c. Copies of all associated invoices submitted to the Grantee by the consultant(s) and/or contractor(s) for the services rendered; and

d. A copy of the final performance report as described in Section 4.D. below.

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

If the documentation submitted by the Grantee for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced under this Agreement.

v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:

a. Contrary to the provisions of this Agreement;

b. Not directly related to carrying out construction or construction engineering services for the Project;

c. Not paid by the Grantee or its consultant(s) and/or contractor(s);

d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;

e. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or

f. In excess of the County's maximum financial contribution under this Agreement.

vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

D. Substitutions/Substitute Work. Either Party may request in writing that bid work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.

E. Additional Work. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause said additional work to be included in the Project.

Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.

F. Funding Breakdown. A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit C.

- **SECTION 4. REPORTING**

A. Quarterly Performance Reports. The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:

i. A cover letter addressed to the Department's Bureau Chief of Strategic Planning and Policy, including the name of the Project and its associated section number;

ii. An estimated percentage of construction work completed for the Project;

iii. A statement indicating whether construction of the Project is on, behind or ahead of schedule;

iv. A record of construction activities and expenditures to date and for the current reporting period;

v. A forecast of quarterly construction activities and expenditures for the remainder of the Project; and

vi. Any significant changes to the Project schedule.

B. Extensions. The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.

C. Use of Reports. The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (Exhibit C) and to track construction activities against the approved milestones in the Project schedule (Exhibit B).

D. Final Performance Report. The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.

E. Report Format. The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.

F. Failure to Report. The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

G. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse.Elam@cookcountyil.gov

- **SECTION 5. GENERAL CONDITIONS**

A. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.

B. Binding Successors. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.

C. Compliance with Laws, Rules and Regulations. The Parties will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.

D. Conflicts of Interest. The Grantee understands and agrees that no director, officer, agent or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.

E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this Agreement, the text of this Agreement will control.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

G. County Section Number. The Project is hereby designated as County section number 22-IICBP-07-PV. The Parties will include County section number 22-IICBP-07-PV on all Project-related submittals, including, but not limited to, written correspondence and invoices.

H. Designation of Representatives. Not later than 14 calendar days after the Effective Date of this Agreement, as defined in Section 5.J. below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will have the authority, on behalf of the respective Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative will be readily available to the other.

I. Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the Department's Superintendent will be final.

J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.

K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.

M. Force Majeure. Neither Party will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.

N. Inactivity. The County may terminate this Agreement if the construction contract agreement for the Project is not executed by the Grantee within 18 months after the Effective Date of this Agreement.

O. Indemnification. The Grantee will indemnify, defend and hold harmless the County and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees,

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the Grantee, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.

Q. No Individual or Personal Liability. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.

R. No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

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

To the GRANTEE:
Village Engineer
Attn: Darren Monico
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089
E-mail: dmonico@vbg.org

T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

U. Records Maintenance. The Grantee will maintain during the term of this Agreement and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts will include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

V. Reviews and Audits. The Grantee will give the County access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.

W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.

X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Y. Suspension; Early Termination. Subject to Section 5.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notification to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:

i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;

ii. Demand refund of any funds disbursed to the Grantee;

iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;

iv. Disallow all or part of the cost of the activity or action not in compliance; or

v. Take other remedies legally available.

Z. Termination. Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon completion of construction of the Project and final reimbursement by the County, or November 30, 2027, whichever date is earlier.

AA. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purposes of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.

BB. Waiver of Default. The failure by the County or Grantee to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement will be deemed waived by the County or Grantee unless such provision is waived in writing.

CC. Waiver of Immunity. Nothing contained in this Agreement shall constitute a waiver by the County or Grantor of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

(signature page to follow)

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

_____
Toni Preckwinkle
President
Cook County Board of Commissioners

This _____ day of _____, _____

ATTEST: _____
County Clerk

EXECUTED BY VILLAGE OF BUFFALO GROVE:

_____
Beverly Sussman
Village President

This _____ day of _____, _____

ATTEST: _____
Village Clerk

RECOMMENDED BY:

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

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

By: _____
Assistant State's Attorney

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

Intergovernmental Agreement
County of Cook/Village of Buffalo Grove
Section: 22-IICBP-07-PV
2022 Invest in Cook Program

Exhibit A

Project Map

LOCATION MAP

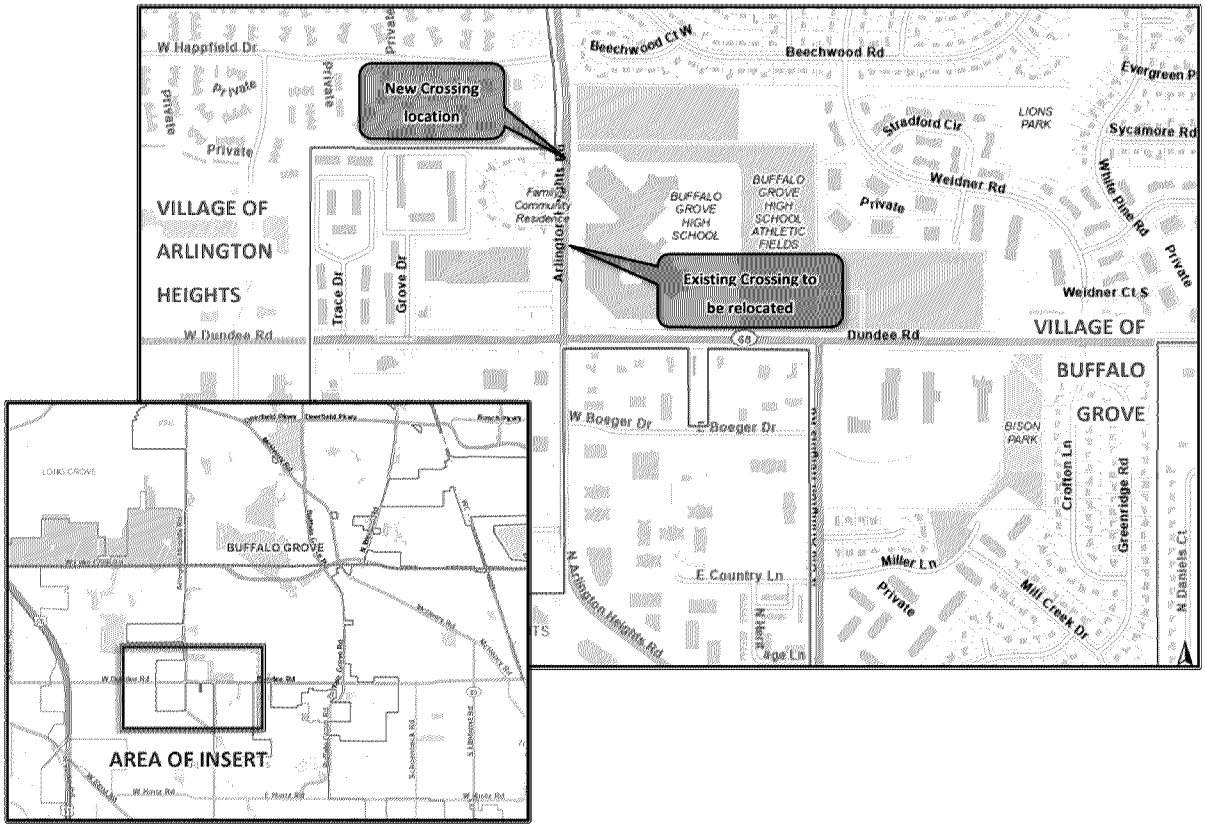


Exhibit B

Project Schedule

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

Exhibit C

Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Construction and Construction Engineering Services	Balance	41%, up to $40,000

Attachment: 2022 Invest in Cook Buffalo Grove IGA (O-2022-79 : Approve IGA Invest in Cook Grant)

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF COOK RELATING TO AN INVEST IN COOK GRANT FOR A NEW CROSSWALK ON ARLINGTON HEIGHTS ROAD

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

WHEREAS, the quality of life is enhanced by a high quality arterial street transportation system which operates efficiently and which does not experience extreme congestion so as to induce motorists to "cut through" neighborhood streets in order to reduce travel times; and,

WHEREAS, the Village of Buffalo Grove has been awarded an Invest in Cook Grant in the amount of $40,000 for the construction of a new crosswalk on Arlington Heights Road and removal of the existing crosswalk near Buffalo Grove High School: and,

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

Section 1: The Agreement entitled "Intergovernmental Agreement" between the County of Cook and the Village of Buffalo Grove related to the new crosswalk on Arlington Heights Road, is hereby approved ("Agreement"). The foregoing WHEREAS clauses are hereby incorporated.

Section 2: The Village President and Village Clerk are authorized and directed to execute the Agreement. A copy of said Agreement is attached hereto and made a part hereof.

Attachment: Ordinance IGA Cook County Invest in Cook AH RD (O-2022-79 : Approve IGA Invest in Cook Grant)

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

Attachment: Ordinance IGA Cook County Invest in Cook AH RD (O-2022-79 : Approve IGA Invest in Cook Grant)

Resolution No. R-2022-11 : Rescheduling Fireworks Event

Recommendation of Action

Staff recommends approval.

SUMMARY: Due to the cancellation of the fireworks, the Village Manager has signed an amendment to the Pyrotechnics contract necessitated due to rescheduling the event and staff is seeking ratification of the approval of the amendment to Pyrotecnico Fireworks, Inc., in an amount not to exceed $4,350.00. Pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Fireworks memo (DOCX)
- Pyrotechnics Resolution (DOCX)
- Pyrotecnico's August 2, 2022 Buffalo Grove Fireworks Display Agreement Addendum (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Tom C. Wisniewski, Village Board

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 10, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Fireworks Rescheduling

Recommendation

Due to the cancellation of the fireworks, the Village Manager has signed an amendment to the Pyrotechnics contract necessitated due to rescheduling the event and staff is seeking ratification of the approval of the amendment to Pyrotecnico Fireworks, Inc., in an amount not to exceed $4,350.00. Pending final review and approval by the Village Attorney.

Background

The Village has a contract with Pyrotecnico Fireworks, Inc for the July 4th fireworks show. On July 4th the Village cancelled the show. As part of the contract the Village is obligated to make Pyrotecnico Fireworks, Inc whole for services provided. The cancellation fee was $4,350. The Fireworks were rescheduled for August 2, 2022.

RESOLUTION NO. 2022- _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO THE PYROTECHNICS AGREEMENT

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

WHEREAS, The Village of Buffalo Grove cancelled the fireworks on July 4th, 2022.

WHEREAS, The Village of Buffalo Grove is obligated to pay Pyrotecnico Fireworks Inc a rescheduling fee for services rendered.

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 Board authorizes the Village Manager to execute an amendment to the agreement with Pyrotecnico Fireworks Inc. for Pyrotechnic Services rendered on July 4th, 2022, in an amount not to exceed $4,350.00, pending review and approval of the amendment by the Village Attorney.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

Approved:

_____
Village President

ATTEST:

_____
Village Clerk

PYROTECNICO
VITALE FAMILY FIREWORKS • 1889

PYROTECNICO fx
AMPLIFYING EXCITEMENT | SINCE 1889

ADDENDUM TO AGREEMENT

This Addendum modifies the Agreement between the Parties dated **January 11, 2019.**

The Parties agree and intend that these modifications shall be valid as if they were part of the Agreement named above, and that **"Date of Show"July 4, 2022** has been moved to **"Date of Show" August 2, 2022** with a postponement fee of **$4,350.00.**

Please Complete the Below:

AP Contact Name: _____ **AP Email:** _____

Rain Date: _____ **Display Start Time:** _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____ **Day-Show-Email:** _____

Display Location and Physical Address: _____

Additionally Insured (if applicable): _____

Pyrotecnico Fireworks, Inc.:

By (sign): Lynn Ann Hamed

Name: Lynn Ann Hamed

Title: Corporate Secretary

Date: July 27, 2022

Buffalo Grove:

By (sign): _____

Name: _____

Title: _____

Date: _____

Ordinance No. O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000 General Obligation Bonds, Series 2022, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to Finance Capital Improvements in and for the Village Including, But Not Limited To, Purchasing and Improving a Building to Serve as a Public Works Facility, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof.

Recommendation of Action

Staff recommends approval.

An Ordinance Providing for the Issuance of Approximately $19,000,000 General Obligation Bonds, Series 2022, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to Finance Capital Improvements in and for the Village Including, But Not Limited To, Purchasing and Improving a Building to Serve as a Public Works Facility, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof.

ATTACHMENTS:

- BOT Memo 8.15.22_2022 Bonds final (DOCX)
- Buffalo Grove - 2022 GO Bond Ordinance revised (DOC)

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

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

DATE: August 15, 2022

TO: Dane C. Bragg, Village Manager

FROM: Chris Black, Finance Director

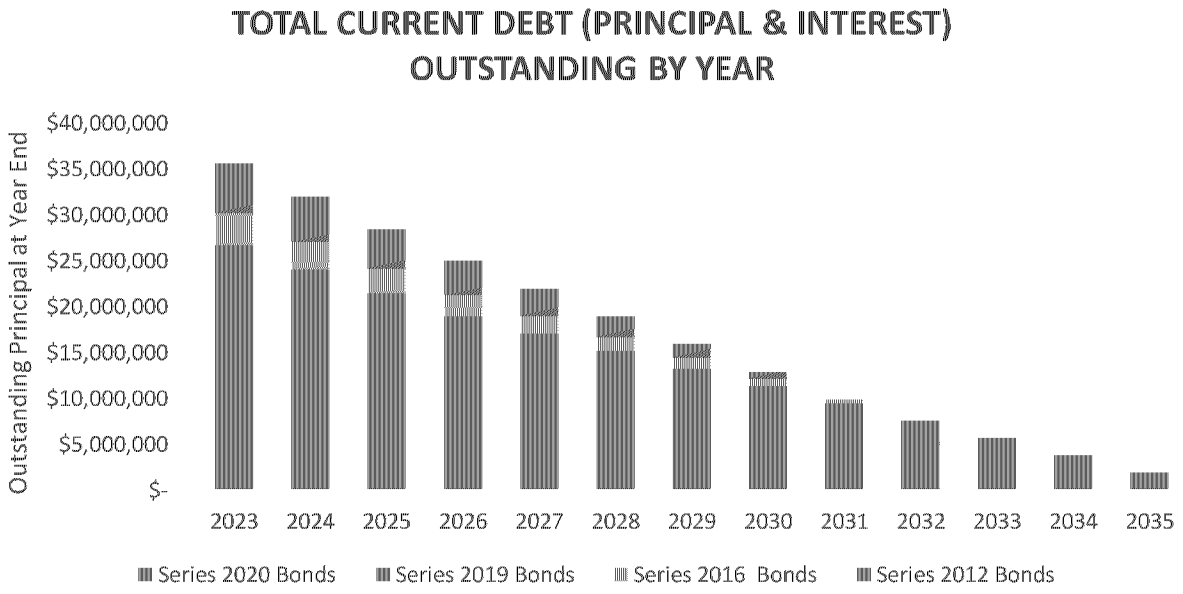
SUBJECT: Debt Issue for Public Works Facility

The Village intends to purchase and improve a building at 1650 Leider Lane to serve as a new Public Works Facility. The project will be financed with bond proceeds, general fund reserves, and the utilization of a line of credit. As part of the project financing, staff is seeking approval from the Village Board to issue $19 million in bonds.

DEBT

Current

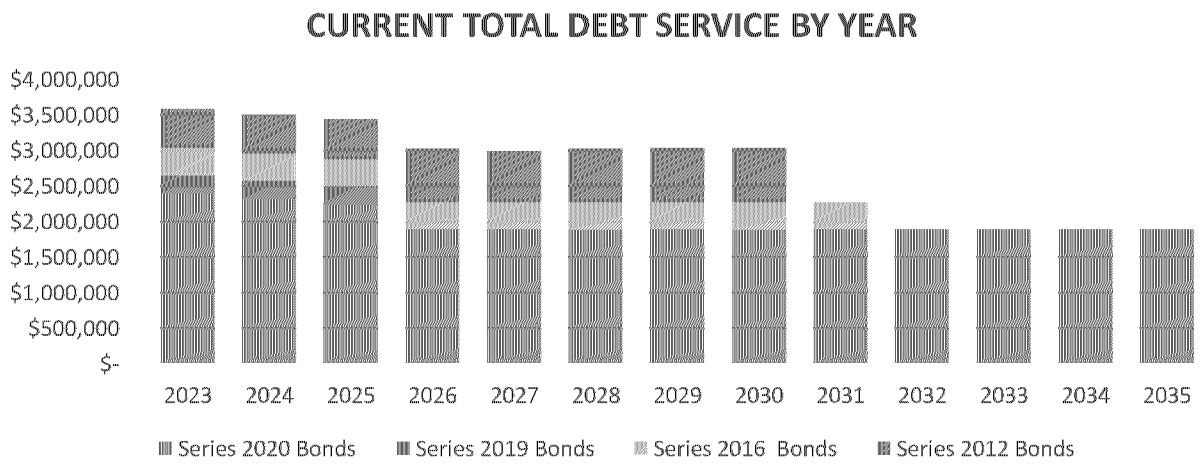
As of December 31, 2022, the total amount of outstanding debt will be $35.57 million. Outstanding bond issues include the Series 2012 (road improvements – $5.453 million), Series 2016 (road improvements – $3.434 million), Series 2019 (refunding bonds – $0.764 million), and Series 2020 (water/sewer and road improvements – $25.919 million).



The outstanding debt is serviced by annual payments of principal and interest. As adopted by the Village Board, principal and interest payments have been structured to maintain level debt

Attachment: BOT Memo 8.15.22_2022 Bonds final (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000 General

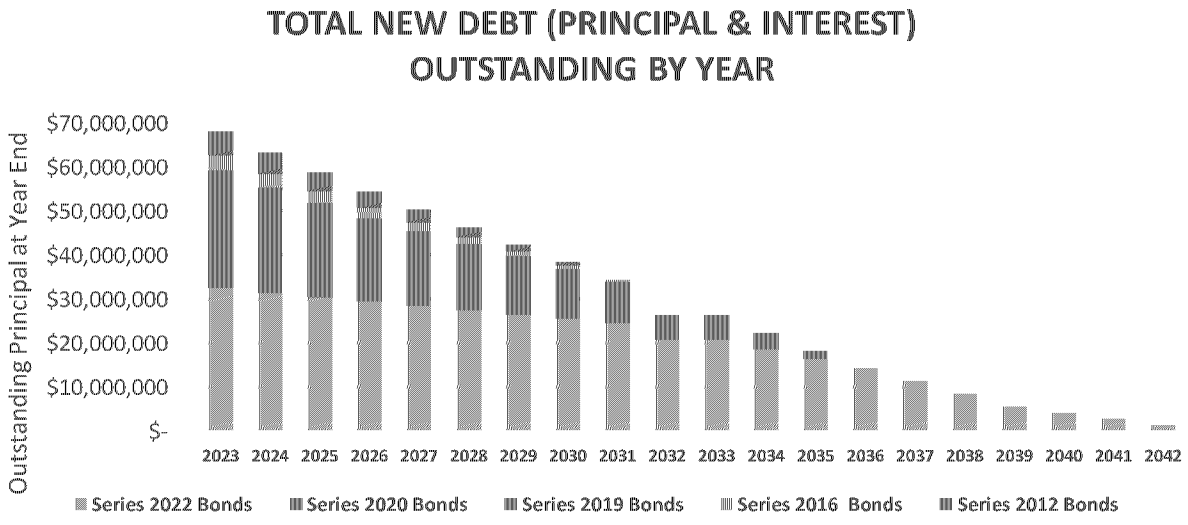
service over the lifetime of the current obligations. The chart below shows the combined annual debt service payments remaining by year.



Proposed

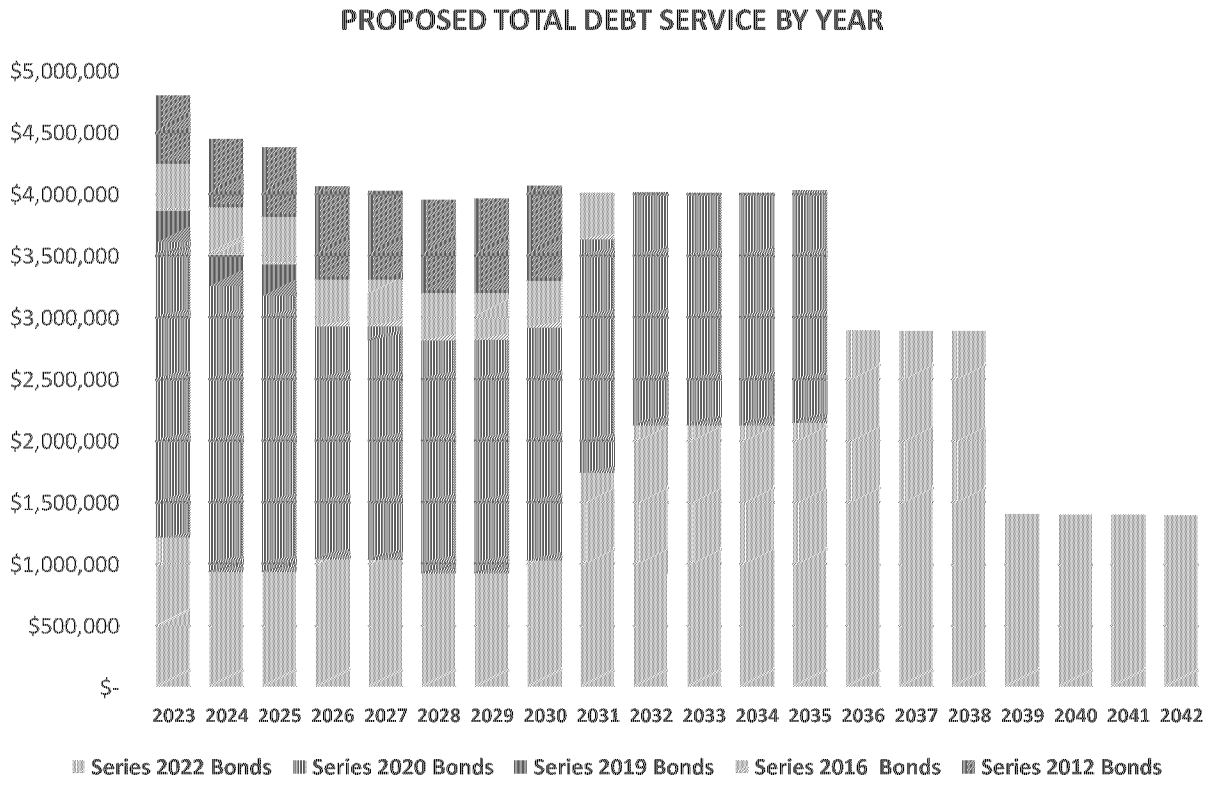
Staff is proposing the issuance of $19.0 million in bonds for the competitive bond sale that will occur the morning of August 15th. The bonds will mature in twenty years and have an estimated interest rate of 3.8 percent. Total issuance proceeds for the project will be approximately $21.14 million. The results of the sale, including the number of bidders and the final interest rate, will be presented at the Village Board Meeting.

In anticipation of the bonds issuance, S&P Global assigned its "AAA" long-term rating to the Buffalo Grove Village, Ill's anticipated $19.0 million series 2022 general obligation (GO) bonds. At the same time, S&P Global affirmed its "AAA" long-term rating on the village's existing GO debt. The chart below shows our current total outstanding debt including the proposed $19 million issue.



Attachment: BOT Memo 8.15.22_2022 Bonds final (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000 General

Using a level debt service strategy and including the new Series 2022 Bonds with outstanding debt issues result in annual debt services payments as shown in the chart below.



Principal and interest payments on the Series 2022 Bonds will commence in 2023. The Village has committed a combination of general fund revenue and water/sewer revenue to service the debt. When factoring in these abatements, the Series 2022 bonds will have no net impact on the tax levy.

RECCOMMENDATION

Staff recommends that the Village Board approve an Ordinance authorizing the issuance of approximately $19 million in bonds to purchase and improve a building at 1650 Leider Lane to serve as a new Public Works Facility. The auction will be held the morning of August 15, 2022. Bid results, including an updated Ordinance will be forwarded to the Village Board in advance of the meeting.

Attachment: BOT Memo 8.15.22_2022 Bonds final (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000 General

ORDINANCE NUMBER O-2022-___

AN ORDINANCE providing for the issuance of approximately $19,000,000 General Obligation Bonds, Series 2022, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, by virtue of a favorable vote of its electors and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the *"Village"*), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the President and Board of Trustees of the Village (the *"Board"*) has considered the needs of the Village and has determined and does hereby determine that it is necessary, desirable and in the best interests of the Village to borrow $_____ to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility (collectively, the *"Project"*); and

WHEREAS, it is in the best interest of the Village to issue bonds of the Village in an aggregate principal amount of $_____ to evidence said borrowing and for the purpose of paying costs of the Project:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that pursuant to the provisions of the Illinois Municipal Code, as supplemented and amended, and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970 (in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code) (collectively, the *"Act"*), the Board has been authorized by law to borrow $_____ upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village to said amount, the proceeds of said bonds to be used for the Project, that it is necessary to borrow $_____ of said authorized sum and issue bonds in evidence thereof, that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act, and these findings and determinations, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the Village the sum of $_____ for the purpose aforesaid; and that bonds of the Village (the *"Bonds"*) shall be issued in said amount and shall be designated "General Obligation Bonds, Series 2022." The Bonds shall be dated the date of issuance thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (subject to redemption prior to maturity as hereinafter provided) on December 30 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2026		
2027		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 30 and December 30 of each year, commencing on June 30, 2023. Interest on each Bond shall be paid by check or draft of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the *"Bond Registrar"*), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month of any interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the designated corporate trust office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) *General.* The Village shall cause books (the *"Bond Register"*) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the designated corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

authorized to authenticate, date and deliver such Bond, *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (*"Cede"*), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (*"DTC"*). All of the outstanding Bonds shall be registered in the Bond Register in the

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the *"Representation Letter"*), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"DTC Participant"*) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) *Optional Redemption.* The Bonds due on and after December 30, 2033, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in any order of maturity determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 30, 2032, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(b) *General.* The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption

date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraph [6] and the paragraphs thereafter as shall be appropriate shall be inserted immediately after paragraph [1]:

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF LAKE AND COOK

VILLAGE OF BUFFALO GROVE

GENERAL OBLIGATION BOND, SERIES 2022

See Reverse Side for Additional Provisions.

Interest Rate: ___%	Maturity Date: December 30, 20__	Dated Date: _____, 2022	CUSIP: 119535 __

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Buffalo Grove, Lake and Cook Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 30 and December 30 of each year, commencing June 30, 2023, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the designated corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the *"Bond Registrar"*). Payment of

interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the 15th day of the month of the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

IN WITNESS WHEREOF the Village of Buffalo Grove, Lake and Cook Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN
President, Village of Buffalo Grove
Lake and Cook Counties, Illinois

ATTEST:

SPECIMEN
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

[SEAL]

Date of Authentication: _____, 2022

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2022, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois.

AMALGAMATED BANK OF CHICAGO
as Bond Registrar

By SPECIMEN
Authorized Officer

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago,
Chicago, Illinois

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF BUFFALO GROVE

LAKE AND COOK COUNTIES, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2022

[6] This Bond is one of a series of bonds (the *"Bonds"*) issued by the Village to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility and pay expenses incidental thereto, all as described in the Ordinance of the Village, adopted by the President and Board of Trustees of the Village on the 15th day of August, 2022, authorizing the Bonds (the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended; as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (collectively, such Illinois Municipal Code, constitutional home rule powers, and said Local Government Debt Reform Act being the *"Act"*), and with the Ordinance, which has been duly adopted by the President and Board of Trustees of the Village and approved by the President, in all respects as by law required.

[7] Bonds of the issue of which this Bond is one maturing on and after December 30, 2033, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of $5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 30, 2032, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered

owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto _____

	Here insert Social Security Number, Employer Identification Number or other Identifying Number

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Village (the *"Treasurer"*), and be by the Treasurer delivered to _____, the same being the best bidder at public sale of the Bonds (the *"Purchaser"*), upon receipt of the purchase price therefor, the same being $_____; the contract for the sale of the Bonds heretofore entered into (the *"Purchase Contract"*), as evidenced by an Official Notice of Sale and executed Official Bid Form, dated this date, is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost

(yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the sale of the Bonds to the Purchaser.

The use of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the *"Official Statement"*) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding, a direct annual tax sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village, the following direct annual tax, to-wit (the *"Pledged Taxes"*):

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2022	$ for interest up to and including December 30, 2023
2023	$ for interest
2024	$ for interest
2025	$ for interest and principal
2026	$ for interest and principal
2027	$ for interest
2028	$ for interest
2029	$ for interest and principal
2030	$ for interest and principal
2031	$ for interest and principal
2032	$ for interest and principal
2033	$ for interest and principal
2034	$ for interest and principal
2035	$ for interest and principal
2036	$ for interest and principal
2037	$ for interest and principal
2038	$ for interest and principal
2039	$ for interest and principal
2040	$ for interest and principal
2041	$ for interest and principal

Principal or interest maturing at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the Pledged Taxes when the same shall be collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Pledged Taxes and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund (as hereinafter defined).

Whenever other funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged

Attachment: Buffalo Grove - 2022 GO Bond Ordinance revised (O-2022-80 : Ordinance Providing for the Issuance of Approximately $19,000,000

Taxes, the Board shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then further direct the abatement of the taxes by the amount so deposited. The Village covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks of The Counties of Lake and Cook, Illinois (the "*County Clerks*"), in a timely manner to effect such abatement.

Section 11. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the County Clerks; and the County Clerks shall in and for each of the years 2022 to 2041, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Bond and Interest Fund Account of 2022" (the *"Bond Fund"*), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. Accrued interest received on the delivery of the Bonds, if any, is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. The principal proceeds of the Bonds and any premium received from the sale of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Capital

Improvement Account of the Village. Alternatively, the Treasurer may allocate such proceeds to one or more related project funds of the Village already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the proceeds as herein provided. Any such one or more funds shall also be referred to hereinafter, collectively as the "*Project Fund.*" At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President and Village Clerk, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board

and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 15. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk of the Village are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 16. Continuing Disclosure Undertaking. The President or Treasurer of the Village is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Record-Keeping Policy and Post-Issuance Compliance Matters. On April 19, 2010, the Board adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 18. *Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

Trustee _____ moved to waive second reading of the ordinance. Trustee _____ seconded the motion. The motion passed on the following roll call vote:

AYES: _____

_____

NAYS: _____

ABSENT: _____

ADOPTED: August 15, 2022

APPROVED: August 15, 2022

_____
President, Village of Buffalo Grove
Lake and Cook Counties, Illinois

Recorded in the Village Records: August 15, 2022.

ATTEST:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

Ordinance No. O-2022-81 : Ordinance Authorizing the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to Execute a Term Sheet with Northbrook Bank & Trust Company, National Association, Related to a Line of Credit to Finance Capital Improvements in and for the Village Including, But Not Limited To, Purchasing and Improving a Building to Serve as a Public Works Facility.

Recommendation of Action

Staff recommends approval.

Authorizing the Village of Buffalo Grove to Execute a Term Sheet with Northbrook Bank & Trust Company, National Association, Related to a Line of Credit to Finance Capital Improvements in and for the Village Including, But Not Limited To, Purchasing and Improving a Building to Serve as a Public Works Facility.

ATTACHMENTS:

- BOT Memo 8.15.22_line of credit (DOCX)
- Buffalo Grove - Line of Credit Auth Ordinance 4890-0497-8989 v2 (DOC)
- Commitment Letter August 2022 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

DATE: August 15, 2022

TO: Dane C. Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Line of Credit – $7.5 million

Background

The Board approved the Agreement of the Purchase and Sale (PSA) for the acquisition of a new Public Works Facility to be located at 1650 Leider Lane. The Village plans to issue bonds August 15th, 2022 to finance the purchase price for the building and costs to retrofit the location.

The $7.5 million line of credit will be used in part to finance a portion of the building purchase and retrofit costs, as well providing the Village with the flexibility to meet other potential capital and future facility needs. Approximately $3.8 million of the line of credit will be utilized for the Public Works Facility project. The Village plans to pay off funds borrowed with the line of credit with a combination of property sale proceeds, grants, and the use of general fund reserves.

Buffalo Grove Bank and Trust has provided an excellent rate and terms based our current service relationship. The pricing for the tax-exempt line of credit is based on 91% of the 30-day Ameribor plus 0.85%. There is no fee for the unused portion of funds and the line will be on a revolving basis for a 36 month period. The cost of establishing the line of credit includes a $5,000 bank origination fee and the engagement of bond counsel to draft the authorizing ordinance.

The indicative annual interest rate is 2.89 percent as of August 1, 2022. The annual interest cost per $1 million borrowed is $28,900. Using the Federal Funds Rate as a proxy for the 30-day Ameribor, the rate is likely to increase over the next six to twelve months, because the Federal Reserve is likely to continue increase rates for the remainder of the year in an effort to control inflation.

With Board approval, the Village will execute a term sheet with Northbrook Bank and Trust (Buffalo Grove Bank and Trust). The authorizing ordinance for the line of credit will be considered by the Board on September 19th. The closing on the line of credit will occur the week of September 26th.

Recommendation

Staff recommends approval of the attached ordinance authorizing the Village of Buffalo Grove, to execute a term sheet with Northbrook Bank & Trust Company, National Association, related to a line of credit to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility.

ORDINANCE NUMBER O-2022-___

AN ORDINANCE authorizing the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to execute a term sheet with Northbrook Bank & Trust Company, National Association, related to a line of credit to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility.

WHEREAS, by virtue of a favorable vote of its electors and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the Village of Buffalo Grove, Lake and Cook Counties, Illinois (the *"Village"*), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the President and Board of Trustees of the Village (the *"Board"*) has considered the needs of the Village and has determined and does hereby determine that it is necessary, desirable and in the best interests of the Village to borrow money to finance capital improvements in and for the Village including, but not limited to, purchasing and improving a building to serve as a public works facility (collectively, the *"Project"*); and

WHEREAS, it is in the best interest of the Village to provide for the financing of the Project through execution of a line of credit with a bank (the *"LOC"*); and

WHEREAS, the Village has received an offer for the LOC, as evidenced by a term sheet in the form attached hereto as *Exhibit A* (the *"Term Sheet"*), from Northbrook Bank & Trust Company, National Association (the *"Bank"*); and

WHEREAS, the Village has determined that it is in the best interest of the Village to accept the proposal from the Bank and execute the Term Sheet:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization to Proceed; Execution of Term Sheet. The Board hereby determines to accept the proposal of the Bank and proceed with the negotiation of the final terms of the Line and, in connection therewith, the Village Manager is hereby authorized to execute the Term Sheet in substantially the form attached hereto as *Exhibit A*.

Section 3. Board to Approve Final Terms and Form of Line. Prior to execution of the Line and related documentation, the Board shall approve an ordinance containing the final terms of the Line and the form of the Line.

Section 4. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

Attachment: Buffalo Grove - Line of Credit Auth Ordinance 4890-0497-8989 v2 (O-2022-81 : Ordinance Authorizing Execution of LOC Term

Trustee _____ moved to waive second reading of the ordinance. Trustee _____ seconded the motion. The motion passed on the following roll call vote:

AYES: _____

_____

NAYS: _____

ABSENT: _____

ADOPTED: August 15, 2022

APPROVED: August 15, 2022

_____
President, Village of Buffalo Grove
Lake and Cook Counties, Illinois

Recorded in the Village Records: August 15, 2022.

ATTEST:

_____
Village Clerk, Village of Buffalo Grove
Lake and Cook Counties, Illinois

Attachment: Buffalo Grove - Line of Credit Auth Ordinance 4890-0497-8989 v2 (O-2022-81 : Ordinance Authorizing Execution of LOC Term

EXHIBIT A

TERM SHEET

Wintrust Commercial Banking

Northbrook Bank & Trust Company, N.A. a
Wintrust Community Bank

Village of Buffalo Grove
Committed Term Sheet for a
$7,500,000 Line of Credit
August 1, 2022

Commitment: Northbrook Bank & Trust Company, N.A. is pleased to offer this commitment to provide the Village of Buffalo Grove with a Line of Credit, subject to the terms and conditions set forth below:

Borrower: Village of Buffalo Grove (the "Village").

Facility: Revolving Line of Credit (the "Line") to finance and reimburse the Village for, various capital projects (collectively, the "Projects") and pay issuance costs.

Amount: Up to $7,500,000.

Term: Up to 3 years from Initial Funding ("Maturity").

Draws: Funds may be drawn over an Availability Period of up to 3 years from the date of Initial Funding, which must be an amount of least $50,000. We would expect that requests for advances that are deemed by the Bank to be properly executed and submitted will be funded on the next business day under normal circumstances.

Repayment: Draws on the Line will be a general obligation payable from all legally available Village funds.

Amortization: Principal will be payable at Maturity and may be prepaid in whole or part at any time without penalty.

Interest: Draws shall pay interest payable on a monthly basis. The interest rate shall be set monthly using one on the two formulas set for below:

Index Rate: AMERIBOR TERM 30 (Recent rates are posted at www.Ameribor.net. The Ticker is AMERIBOR 30T.)

Taxable: AMERIBOR 30T plus 0.85%. Today's indicative rate is 3.186%.

Tax-Exempt: 91% of the Taxable Rate. Today's indicative rate is 2.899%.

Floor Rate: For purposes of setting the interest rate on draws, AMERIBOR 30T cannot fall below 1.0%. AMERIBOR 30T was 2.33579% on July 31, 2022.

Fees: Origination *Fee:* $5,000.
Non-Usage Fee: None.
Processing Fee: None.

The Village will be responsible for all third party costs related to this Line.

Deposits: The Village will maintain its primary depository relationship with the Bank during the full term of the Line.

Covenants: None.

Reporting: Annual Audited Financial Statements will be due 210 days from fiscal yearend.

Legal: The Village will engage, at its expense, Bond Counsel with recognized municipal bond expertise to represent the District in this transaction. Bond Counsel will draft the Line, the authorizing ordinance, and other documentation typical for a financing of this type. Bond Counsel will provide the Village and the Bank with an opinion that (i) draws on the Line are valid and legally binding upon the Village (except as may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights and by equitable principles whether considered at law or in equity, including the exercise of judicial discretion), (ii) interest on the Line is tax-exempt to the holders thereof (if applicable).

If the Village permits the Bank to confer with Bond Counsel to address any issues that arise, we will seek to provide this financing without engaging bank counsel. We will notify the Village promptly and provide an estimate of legal fees, however, if we determine that we will need to engage counsel to represent us in this transaction.

Prerequisites: Funding under the Line shall be subject to the Bank's receipt of executed documentation and an opinion of Bond Counsel, all in form and substance satisfactory to the Bank.

Not a Fiduciary: The Bank is not a fiduciary of the Village. The Bank will offer no opinion on the competitive nature of the proposed pricing nor advise the Village on potential alternatives.

Availability: Unless extended in writing by the Bank, this Commitment will expire on September 1, 2022, if the Village has not accepted this offer in writing and on October 1, 2022, if the Village has not completed the Initial Funding.

Accepted: _____

Name: _____

Title: _____

Date: _____

Ordinance No. O-2022-82 : Ordinance Authorizing the Purchase of 1650 Leider Lane, Pursuant to the Terms and Conditions of the Agreement of Purchase and Sale

Recommendation of Action

Staff recommends approval

On May 10, 2022, the Village Board approved Ordinance No. 2022-048 authorizing the execution of an Agreement of Purchase and Sale (PSA) by and between 1650 Leider Lane, L.L.C. (Seller) and the Village to purchase certain property commonly described as 1650 Leider Lane, Buffalo Grove, Illinois. The attached ordinance authorizes the Village Manager to execute any and all documents associated with the acquisition of the Property, pursuant to the terms of the PSA.

ATTACHMENTS:

- BOT memo (DOCX)
- Ordinance Acquiring the Property (DOCX)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: May 5, 2022

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: 1650 Leider Lane Acquisition

Background

On May 10, 2022, the Village Board approved Ordinance No. 2022-048 authorizing the execution of an Agreement of Purchase and Sale (PSA) by and between 1650 Leider Lane, L.L.C. (Seller) and the Village to purchase certain property commonly described as 1650 Leider Lane, Buffalo Grove, Illinois. The attached ordinance authorizes the Village Manager to execute any and all documents associated with the acquisition of the Property, pursuant to the terms of the PSA.

The new location at 1650 Leider Lane is an existing 173,000 square foot warehouse located on 9.5 acres. The following is a summary of the acquisition

- Purchase Price- $13.15 Million
- Broker Fee- 4% of the purchase price split 50/50 between the Seller and Village
- Closing- Mid/Late September 2022

Findings

Over the past 90 days, Village staff and our consultants have examined the site and building and have determined that the property is ideal for a new Public Works facility. The Village has budgeted for the anticipated costs associated with the acquisition and construction using a combination of capital and long-term debt planning. This forward-thinking approach minimizes any potential future impact to the property tax levy.

During acquisition, remodeling and relocation, Public Works will continue to operate from its 51 Raupp Boulevard headquarters. The Village Board will consider options for reuse of the existing facility leading up to relocation and consistent with the recommendations of the 2018 Lake Cook Road Corridor Plan.

Recommendation

Staff believes retrofitting this location will come at a significantly lower cost compared to a newly constructed building. The purchase and reuse of an existing building meets our long-term service needs while delivering the best value to our residents. Therefore, staff recommends the Village Board approve the attached Ordinance authorizing the acquisition of 1650 Leider Lane, Buffalo Grove, IL.

Ordinance No. 2022 -__

ORDINANCE AUTHORIZING THE VILLAGE TO PURCHASE 1650 LEIDER LANE, BUFFALO GROVE, ILLINOIS

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

WHEREAS, on May 10, 2022, the Village Board approved Ordinance No. 2022-048 authorizing the execution of an Agreement of Purchase and Sale ("PSA") by and between 1650 Leider Lane, L.L.C. ("Seller") and the Village to purchase certain property commonly described as 1650 Leider Lane, Buffalo Grove, Illinois ("Property"); and

WHEREAS, the Village deems it necessary to perform the obligations under the PSA to acquire the Property, including but not limited to expenditure of funds to acquire the Property, pursuant to the terms set forth in the PSA.

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

SECTION 1. The foregoing recitals are hereby incorporated and made a part of this Ordinance.

SECTION 2. The Village Manager is hereby authorized and directed to execute any and all documents associated with the acquisition of the Property, pursuant to the terms of the PSA.

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

YES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

Ordinance No. O-2022-83 : Ordinance Authorizing an Engineering Agreement with Gewalt Hamilton Associates, Inc.

Recommendation of Action

Staff recommends approval.

As part of the proposed Public Works facility at 1650 Leider Lane, the staff recommends engaging Gewalt Hamilton Associates, Inc. for site development design services. Gewalt Hamilton Associates, Inc. assisted Wold Architects and Engineers during the due diligence phase to assess the existing site conditions. From the information gathered during the site assessment, Gewalt Hamilton Associates, Inc. developed some conceptual designs and budget information, which has proved invaluable during our conceptual budgeting process.

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Gewalt Hamilton Associates, Inc. in an amount not to exceed $132,750.00, pending legal review.

ATTACHMENTS:

- GHA Site Development Memo (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract PW Site Development (PDF)

Trustee Liaison	**Staff Contact**
Smith	Jim Warnstedt, Public Works

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 11, 2022

TO: Mike Skibbe, Deputy Village Manager

FROM: James Warnstedt, Assistant Director of Public Works

SUBJECT: Public Works Site Development Design Services Agreement

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Staff Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Gewalt Hamilton Associates, Inc. in an amount not to exceed $132,750.00, pending legal review.

Overview

As part of the proposed Public Works facility at 1650 Leider Lane, the staff recommends engaging Gewalt Hamilton Associates, Inc. for site development design services. Gewalt Hamilton Associates, Inc. assisted Wold Architects and Engineers during the due diligence phase to assess the existing site conditions. From the information gathered during the site assessment, Gewalt Hamilton Associates, Inc. developed some conceptual designs and budget information, which has proved invaluable during our conceptual budgeting process.

The scope of work that Gewalt Hamilton Associates, Inc. is proposing includes: a topographic Survey, schematic design work, design development work, construction documents, bid review and negotiation, construction administration, project closeout and NPDES Inspections during construction of the project. By contracting directly with Gewalt Hamilton Associates, Inc., the Village saves any additional mark up costs, as compared to the civil engineer services being carried by the project engineer.

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC.

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. for site development design services at the proposed Public Works Facility, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. for site development design services at the proposed Public Works Facility, at a price not to exceed $132,750.00, subject to final review and approval by the Village Attorney.

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

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

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

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 15th day of August 2022 ***("Agreement")*** and is by and between the **VILLAGE OF BUFFALO GROVE,** an Illinois home rule municipal corporation ***("Village")*** and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive, Vernon Hills, Illinois, 60061
Brian Wesolowski
847-478-9700
BWesolowski@gha-engineers.com

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

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

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

SECTION 2. SCOPE OF SERVICES.

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

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

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

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Firm.

F. **Escalation**
Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is greater.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.

B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

C. **Approval and Use of Subcontractors**. The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Firm from a source other than the Village prior to the time of disclosure of said information to the Firm under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Firm or the Village; or (iv) to have been supplied to the Firm after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

B. **No Disclosure of Confidential Information by the Firm**. The Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Firm shall use reasonable measures at least as strict as those the Firm uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Firm to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY AND INSURANCE

A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.

B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.

C. **No Personal Liability**. No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.

D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions of the Village, its agents or employees. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents and employees as herein provided.

E. **Kotecki Waiver**. In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

A. **Relationship of the Parties**. The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.

B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.

C. **No Collusion**. The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 1LCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

E. **Termination**. Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

F. **Term**. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

G. **Compliance with Laws and Grants.** Firm shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and shall endeavor to comply with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Firm shall also comply with all conditions of any federal, state, or local grant received by Owner or Firm with respect to this Agreement or the Services.

Firm shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Firm's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.

J. **Village Manager Authority**. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.

K. **Mutual Cooperation**. The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.

L. **News Releases**. The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)

M. **Ownership**. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment**. This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. **Notice**. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail("e- mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email:dbragg@vbg.org
cc: kjohnson@vbg.org

Notices and communications to the Firm shall be addressed to, and delivered at, the following address:

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061
Attn: Brian Wesolowski
Email: BWesolowski@gha-engineers.com

SECTION 8. GENERAL PROVISIONS (cont.)

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.

F. **Provisions Severable**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. **Time**. Time is of the essence in the performance of this Agreement.

H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.

J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

M. **Calendar Days and Time**. Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.

P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date:_____

Firm

By:_____
Brian Wesolowski

Title: Director of Site Development Services

Date:_____

Exhibit A.
("Services")

Proposal documents

GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive ▪ Vernon Hills, IL 60061
847.478.9700 ▪ GHA-Engineers.com

August 5, 2022

Kyle E Johnson, P.E., CFM
Assistant Director of Public Works
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

Re: **Professional Surveying and Engineering Services**
1650 Leider Lane, Buffalo Grove, IL
GHA Proposal No. 2022.SD087

Dear Mr. Johnson:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) for the design engineering services for the above referenced project. Our firm is well qualified to perform this work and is eager to continue serving the Village of Buffalo Grove. We have had the pleasure of working with the Village to begin conceptual designs and budgets for both the on-site and off-site work at 1650 Leider Lane. This proposal is based on those discussions and concepts that have been prepared. We anticipate modifications will be made to the concepts as the design is further developed but the scope outlined below generally follows implementing the improvements as currently conceptualized.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.

Brian Wesolowski, P.E., CFM
Director of Site Design Services
Direct: 847.821.6235
BWesolowski@GHA-Engineers.com

Enc.: GHA Proposal No. 2022.SD087

PROPOSAL CONTENTS

GHA Overview

Scope of Services

Representative Projects

Project Team/Resumes

Fee and Signatures

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

GHA Overview

GHA'S PRIMARY SERVICE LINES

MUNICIPAL ENGINEERING

CIVIL ENGINEERING DESIGN

HIGHWAY & ROADWAY DESIGN

CONSTRUCTION PHASE SERVICES

LAND SURVEYING

TRAFFIC ENGINEERING

TRANSPORTATION PLANNING

WATER RESOURCES

ENVIRONMENTAL CONSULTING

SIGNAL COORDINATION & TIMING

GIS: GEOGRAPHIC INFORMATION SYSTEMS

TRAFFIC DATA COLLECTION

UNDERGROUND ASSET SCANNING

FULL-TIME VILLAGE/CITY ENGINEER:
12
COMMUNITIES

FULL-TIME TOWNSHIP ENGINEER:
10
COMMUNITIES

ON-CALL/PREFERRED VILLAGE/CITY ENGINEER:
11
COMMUNITIES

FULL-TIME TRAFFIC ENGINEER:
8
COMMUNITIES

HEADQUARTERS

625 Forest Edge Drive | Vernon Hills, IL 60061 | 847.478.9700
GHA-Engineers.com

OVERVIEW

Gewalt Hamilton Associates, Inc. (GHA) is a Professional Engineering and Land Surveying firm licensed and registered in the State of Illinois. For over 39 years, GHA has been providing civil engineering and related services to municipal governments, townships, county and state agencies, school districts, park districts, colleges and universities, and private organizations.

GHA actively promotes **engineering solutions that provide value** for our clients through innovative data collection, highly informed design, and an experienced eye in construction management. We got here from a firm base in 1981 when Dave Gewalt and Bob Hamilton partnered under the premise that civil engineering clients deserve the guidance needed to bring their projects to completion while **always seeking efficiencies to contain costs and fresh options that reduce risk**.

UNIQUE STRENGTHS

There are specific strengths that GHA has developed which have been of great advantage to our clients. Among the most valuable, and applicable across our service spectrum is **meaningful, complete communication**. It's readily apparent that breakdowns in project continuity can commonly be attributed to communication errors that could have been avoided. We address this by being proactive and purposeful in how, when and why we communicate, with a conscious effort to reduce the risk of misunderstandings.

A **sharp eye for savings and fresh solutions** became permanent descriptors for GHA. This remains a daily focus for the entirety of GHA's executive leadership that includes GHA engineers who are well-known and respected throughout our region.

AN OWNER'S EFFORT

In late 2018, GHA became an **employee-owned organization** (ESOP). GHA staff has always consistently delighted clients with our dedication, passion, and integrity. Now, with each and every GHA 'co-owner' bearing a true stake in the future, we declare an elevation of our already high standards, and "an owner's effort" in everything we do for you.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

1650 Leider Lane

I. Existing Conditions Topographic Survey | Site Improvements

A. The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from USGS, County, the Village or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish permanent site benchmark(s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1′-0″ maximum vertical intervals; error shall not exceed one-half the contour interval.
5. The limits of the topography will overlap 25′ onto adjacent properties boundaries.
6. Spot elevations will be provided on maximum 50-foot grid covering the entire property. Paved areas will have a grid density of approximately 30′. High points and low points will be shown. Overflow routes will also be shown.
7. The survey will show the location of the visible, physical improvements on the site (e.g. structures, fencing, site furniture, walks, curbing, etc.).
8. The location of underground utilities, both observed and from available record information, will be provided, including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible will be depicted. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field.
9. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
10. Individual free-standing trees 6″ caliper or greater will be shown as deciduous or coniferous. Tagging and species/condition report is not included. Groupings of trees or landscaped areas will be shown in mass.
11. In addition to the plat of survey GHA will collect monuments noted in the ALTA survey prepared by Manhard Consulting and prepare a boundary file based on the ALTA for use in the design of the public works facility. Preparation of a new plat of survey or ALTA survey is not anticipated at this time.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

B. Schematic Design Phase

1. Share/provide drawings in both hard copy, as well as computer files in digital format (drawings as DWG).
2. Provide initial/preliminary drawings, site systems descriptions and layouts during the Schematic Design Phase.
3. Provide sufficient civil descriptions as required to complete a Schematic Design package.
4. Participate in meetings with Owner to review plans/documents. Our scope provides for attendance of up to two meetings with the design team and the Owner in this phase.
5. Assist Owner, CM and Architect in reviewing the pricing and participate in value engineering or reducing the scope of the work should the estimate exceed the Owner's fixed limit of construction cost as developed by Construction Manager's cost estimating services.
6. Provide a list of review agencies involved with civil engineering including their required permits, estimated time for permit applications for civil related work, and fee amounts where known.
7. Provide drawings for Village review; i.e. planning review and/or Village Board.

C. Design Development Phase

1. Share/provide drawings and specifications in both hard copy, as well as computer files in digital format (drawings as DWG). Specifications will be provided on our plans.
2. Review all applicable code issues and address the issues and advise the Architect as necessary.
3. Review GHA's respective systems with the Architect, Owner, and Construction Manager concerning their costs and quality implications.
4. Provide developed drawings, product data and scope specifications during the Design Development Phase.
5. Participate in meetings with Owner to review plans/documents. Our scope provides for attendance of up to two meetings with the design team and the Owner in this phase.
6. Village Entitlement Process
7. Prepare a stormwater memo summarizing the site history and reinforcing no detention improvements will be required for this work. We anticipate minor improvements for RVR per the WDO including storm structures designed to remove hydrocarbons and sediments from typical public works operations facilities.
8. Prepare lighting design and photometrics for a lighting system as identified during the due diligence phase of the project.

D. Construction Document Phase

1. Share/provide drawings and specifications in both hard copy, as well as computer files in digital format (drawings as dwg). Specifications will be provided on our plans.
2. Provide 50% review documents consisting of drawings and draft specifications, provided on plans.
3. Provide 100% review documents consisting of drawings, revised product data, and specifications, provided on plans.
4. Provide final construction documents in PDF and print format.
5. Participate in meetings with Owner to review plans/documents. Our scope provides for attendance of up to two meetings with the design team and the Owner in this phase.

6. Consult with officials and Owner to obtain permits associated with civil engineering. Permits are anticipated to include the following:
   a. Village of Buffalo Grove
   b. IEPA – NPDES permit
   c. IEPA – Division of Water Pollution Control – Sanitary Sewer Permit

E. Bidding and Negotiation Phase
1. Provide addendums and clarifications as needed during bidding process.
2. Participate at a pre-bid meeting.
3. Participate in a post-bid review meeting with the architect, owner and CM.
4. Provide assistance and attend up to one meeting with Architect and Construction Manager to propose and review systems costing and value engineering items associated with potential cost overruns.

F. Construction Administration/Project Closeout
1. Review shop drawings, manuals and other submittals as necessary.
2. Assist with field orders, change orders, requests for information and clarifications as necessary.
3. Provide ten field observation visits, along with written field reports during the construction phase for each Project Component and each individual consulting discipline. Field visits will be conducted at the following milestone installations:
   a. Excavation and demolition of existing improvements (2 visits)
   b. Utility installation (2 visits)
   c. Stone base installation and site grading (2 visits)
   d. Concrete and pavement installation (3 visits)
   e. Restoration and topsoil placement (1 visit)
   f. Any additional field observation visits requested by the Client shall be paid on an hourly basis in accordance with the attached GHA Hourly Rates.
4. In addition to the above noted field observation visits, provide for one punch list re-inspection and one 11-month warranty review of the Project Components for each individual consulting discipline.
5. Review and comment on contractor provided Closeout Documents including: warranties, manuals, and as-built drawings.

G. NPDES Inspections During Construction
1. Conduct NPDES site inspection weekly during construction and after 0.5" rainfall events in compliance with the Villages NPDES permit for the project. We anticipate a 9 month construction period for NPDES inspections with an anticipated total of 60 visits.

Leider Lane Offsite

I. Scope of Services – Existing Conditions Topographic Survey | Roadway Improvements

A. The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:
1. Obtain benchmark information (NAVD88) from USGS, the County, the Village or Trimble VRS Now Network.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish permanent site benchmark(s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1′-0″ intervals, with an error not to exceed one-half the contour interval.
5. Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc. The topography will extend approximately 15 feet beyond the existing ROW. The survey limits will also extend 50 feet into the intersecting public side streets along the project limits.
6. The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.
7. The location of underground utilities, both observed and from record information such as Village utility atlases, will be provided and will including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from will be depicted.
8. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
9. Locate existing tree and brush lines in the right-of-way (ROW). Individual free-standing trees of 6″ caliper or greater at breast height (DBH) will be individually located (tagging and identification are not included); and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

B. Plat of Dedication

1. GHA will prepare a Plat of Dedication in accordance with the statues and requirements of the State of Illinois, County, and Municipality. A field crew led by a licensed Illinois Professional Land Surveyor will mobilize to the site to confirm the boundary of the affected properties, and the rights-of-way of the respective roadway/highway. Upon approval, the limits of the rights-of-way will be monumented. The plat will be prepared in accordance with the pertaining Illinois Minimum Standards for Boundary Surveys.
2. A Plat of Dedication will be prepared showing the boundary of the subject property, the adjacent rights-of-way, the proposed dedication, and any affected improvements. In addition, the Plat will include the legal description and all required certificates and signature blocks. The final submittal will be prepared in accordance with the pertaining Illinois Minimum Standards, shall be printed suitable for recording and will include a digital file and PDF. Our fee includes one set of revisions per Municipal review. Subsequent revisions will be invoiced as an additional service. Our fee does not include obtaining all the necessary signatures or recording of the document.

C. Final Engineering Design & Permitting Phase: Upon notice to proceed, GHA will provide the following services:

1. Meet with Village Staff to discuss the project. We anticipate up to eight (8) meetings with Village staff throughout the design process. We have based our level of compensation on this number of meetings. Additional meetings requested by the Village will be billed as an additional service.
2. Design is based off current conceptual dedication of Leider Lane as a public street in conformance with the Villages Zoning Code.
3. Preparation of final engineering plans to include a Title Sheet, Plans, General Notes and Details for Construction.
4. Coordinate with Village Staff and adjacent property owners for dedication of the roadway and associated design. We anticipate create exhibits, drawings, etc to depict these improvements and hold meetings with property owners to review and modify the design based on input and approvals from Village Staff.
5. Preparation of project notes and contract specific directions for road improvements, including traffic control, working conditions, material specifications, coordination with public inspection agencies, and other coordination and construction information.
6. Preparation of a Storm Water Pollution Prevention Plan and NPDES Construction Site Activities permit application.
7. Preparation of an Engineer's Opinion of Probable Cost based on the completed final engineering plans and specifications.
8. Preparation of complete bid packages for distribution to contractors and the Village.
9. Respond to bidding questions and issue addenda as necessary.
10. Attend the bid opening, prepare a summary of the received bids, and make a recommendation for award of the contract.
11. Provide electronic documents of all work completed to the Village at the conclusion of the project.

D. Construction Phase Services

1. GHA will oversee construction contract initiation activities, including conducting a preconstruction meeting and preparing minutes of same.
2. We will consult with the Village concerning decisions as to the acceptability of Subcontractors and other persons and organizations proposed by the Contractor for those portions of the work for which such acceptability is required by the Contract Documents.
3. We will review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples; the results of tests and inspections; and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information provided in the Contract Documents.
4. GHA will stake the proposed location of all improvements with suitable offsets.
5. GHA will provide field observation services for general compliance with the contract documents. We anticipate an Engineering Technician IV will be the GHA staff on-site during construction. The staff member will be assisted by an Engineering Technician II or III as needed and will perform the following duties;
    a. Prepare additional supplemental drawings or sketches that may be required during the construction of the project.

b. Keep the Village informed of the work progress by submitting weekly progress reports.

c. Prepare and furnish to the Village sketches of underground improvements.

d. Check quantities and prepare and process payment applications and change orders.

e. Act as interpreter of the terms and conditions of the Contract Documents.

f. Conduct progress meetings as necessary to review status and schedules.

g. Advise the Village of noncompliance and assist the Village with informing the Contractor accordingly.

h. Advise and coordinate with the designated Village representative regarding water system valve operations necessary during the work, and for Construction Advisories to be distributed to affected area residents/owners by the Village.

i. Prepare a punch list upon substantial completion of the project.

j. Conduct a final walk-through to determine if the project has been completed in general accordance with the Contract Documents and the if Contractor has fulfilled obligations there under so that GHA may recommend, in writing, final payment to the Contractor.

k. GHA will not be responsible for the construction means, methods, techniques, sequences, procedures or safety precautions incidental thereto. GHA will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. GHA will endeavor to guard the Village against defects and deficiencies in the work of the Contractor and may disapprove or reject work as failing to conform to the Contract Documents.

6. Upon completion of construction, GHA will prepare record drawings and furnish one set of prints to the Village within 60 days of completion of the project. These drawings will detail those changes made during the construction process, based on the mark-up prints, drawings, and other data furnished by the Contractor and which GHA considers significant.

MUNDELEIN PUBLIC WORKS AND ENGINEERING CAMPUS

Village of Mundelein

CLIENT
Village of Mundelein

LOCATION
Mundelein, IL

PROJECT FEATURES
Public Works Campus
Site Development
Parking
Utility Improvements
Circulation Upgrades
Stormwater Management
Sustainable Design
Wetlands

SCOPE OF SERVICES
Topographic Survey
Boundary Survey
Conceptual Planning
Traffic and Parking Studies
Final Engineering
Stormwater Management
Utility Design
- Sanitary Sewer
- Storm Sewer
- Water Main

Construction Observation
Construction Layout
NPDES Inspections

COST
$3.9 Million

REFERENCE
Adam Boeche, P.E.
Dir. of Public Works & Engineering
Village of Mundelein
801 Allanson Road
Mundelein, Illinois 60060
847.949.3270
pw@mundelein.org

PROJECT OVERVIEW

To consolidate all Public Works and Engineering services into a single centralized location, the Village of Mundelein acquired a vacant office building adjacent to land they already owned to create a 21-acre campus. Gewalt Hamilton Associates (GHA) was intimately involved in the conceptual planning of the site, creating the most cost effective and optimal configuration of the complex, while avoiding regulatory floodplain and federally protected wetlands.

The $23 million Public Works and Engineering complex is the single largest project in the Village's history. It included a new 74,000 square-foot public works building for vehicle storage and maintenance, workshops, and wash bays. Additional site improvements included parking, 7,800 square-foot covered salt bin, outdoor material bins, a fuel island, and driveways.

The stormwater management improvements feature a naturalized detention basin with nearly 5 acres of native plants that will detain and filter runoff.

Permits were obtained from:

- United States Army Corps of Engineers (USACOE)
- Lake County Stormwater Management (LCSMC)

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

PUBLIC WORKS YARD EXPANSION

Village of Lincolnwood

CLIENT
FGM Architects & Engineers

LOCATION
Lincolnwood, IL

PROJECT FEATURES
Covered Storage Bays
Perimeter Wall
New Paving

SCOPE OF SERVICES
Design Improvements
Permitting Assistance
Bid Documents

REFERENCE
John Dzarnowski
Chief Executive Officer
FGM Architects & Engineers
1211 W. 22nd St., Ste 705
Oak Brook, IL 60523
630.574.8300
johnd@fgmarchitects.com

PROJECT OVERVIEW

GHA assisted the Village with designing improvements to the existing Public Works Yard, located at 7001 Lawndale Avenue. The project expands the existing site east into the Union Pacific Railroad right-of-way, and includes new impervious surfaces, new covered storage bays, the installation of a 20'-tall perimeter wall, and paving the area adjacent to the water distribution standpipe on the east side of North Central Park Avenue.

Per the MWRD WMO, stormwater volume control was required due to the new impervious areas.

GHA previously provided topographic and boundary surveying for the site. GHA prepared specifications and bid documents and assisted the Village during the bidding process.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

OPERATIONS & PUBLIC SAFETY CENTER

Lake County Forest Preserve

CLIENT
Lake County Forest Preserve District

LOCATION
Unincorporated Lake County, IL (South of Lindenhurst)

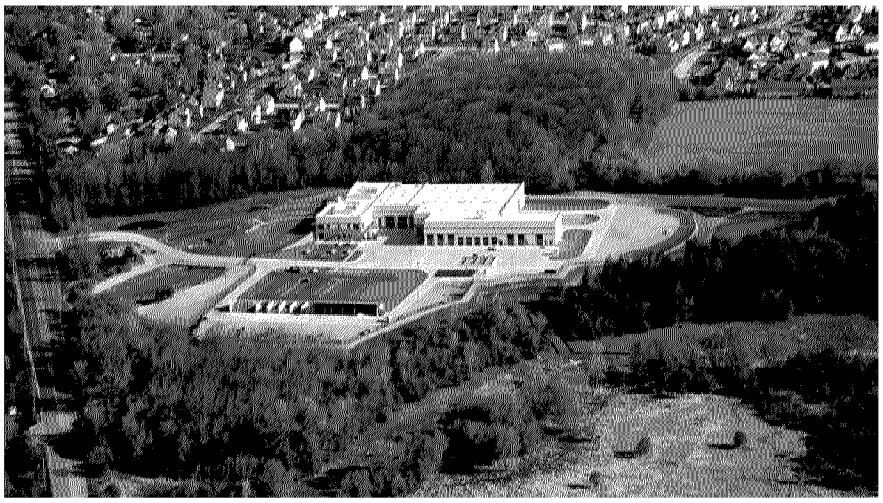
PROJECT FEATURES
Government Facility
Access Improvements
Parking (180 spaces)
Sustainable Design
- Bio-Swales
- Settling Pools
- Wetlands

Stormwater Improvements
Utility Improvements
- Storm Sewer

SCOPE OF SERVICES
Topographic Survey
Boundary Survey
Conceptual Planning
Final Engineering
Roadway Design
Traffic Study
Sustainable Design
Wetland Permitting
Construction Observation

COST
$1.7 Million

REFERENCE
John Nelson
Director of Operations and Infrastructure
Lake County Forest Preserve District
19808 W. Grand Avenue
Lake Villa, IL 60046
847.968.3407
jenelson@lcfpd.org



PROJECT OVERVIEW

Gewalt Hamilton Associates, Inc. (GHA) provided civil engineering services for the Lake County Forest Preserve District's Operations and Public Safety Center, located in the Fourth Lake Forest Preserve, just south of the Village of Lindenhurst, Illinois. The project included construction of a 100,000-square-foot public safety facility, a 180-space parking lot, fuel and material storage facilities, and widening improvements for access onto IL Route 132.

GHA engineered an extensive system of bio-swales, settling pools, and wetland plantings into the design of the site's stormwater management system. This was done meet and exceed the requirements of the Lake County Watershed Development Ordinance and the objectives of the Lake County Forest Preserve District.

Permits were obtained from:

- Village of Lindenhurst
- Lake County Stormwater Management Commission (LCSMC) Stormwater and Wetland
- Illinois Department of Transportation (IDOT)

A portion of the site was intended to remain a natural forest preserve with significant ecological amenities, including high quality wetlands, mature forested areas, and native prairie grasses. An extensive, engineered system of bio-swales, settling pools, and wetland plantings were incorporated into the design of the site's stormwater management system to satisfy the requirements of the Lake County Watershed Development Ordinance and the objectives of the Lake County Forest Preserve District

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

PARK OPERATIONS/GOLF OPERATIONS FACILITY

Park District of Highland Park

CLIENT
Park District of Highland Park

LOCATION
Highland Park, IL

PROJECT FEATURES
Maintenance Facility (24,000 sf)
Access Improvements
Parking/Circulation
Utility Improvements
Material Storage Bins

SCOPE OF SERVICES
Due Diligence Studies
Conceptual Planning
Design Development
Traffic Planning
Entitlement Process
Final Engineering
Construction Observation

COST
$810,000

REFERENCE
Brian Romes
Executive Director
Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035
847.579.3119
bromes@pdhp.org

PROJECT OVERVIEW

GHA assisted the Park District of Highland Park with consolidation of their existing Park Operations and Golf Operations facilities into a new 24,000-square-foot facility.

The new POGO (Park Operations/Golf Operations) facility is located at the site of a former municipal waste incinerator. A portion of the improvements are constructed over the landfill. Grading improvements were designed to minimize the cost of soil export. The improvements are located adjacent to regulatory wetlands and floodplain. Accordingly, the project was designed for wetland avoidance and to minimize compensatory storage required by fill in the floodplain. Stormwater detention for the project was constructed on the adjacent Sunset Valley Golf Course, in conformance with the requirements of the Lake County Watershed Development Ordinance.

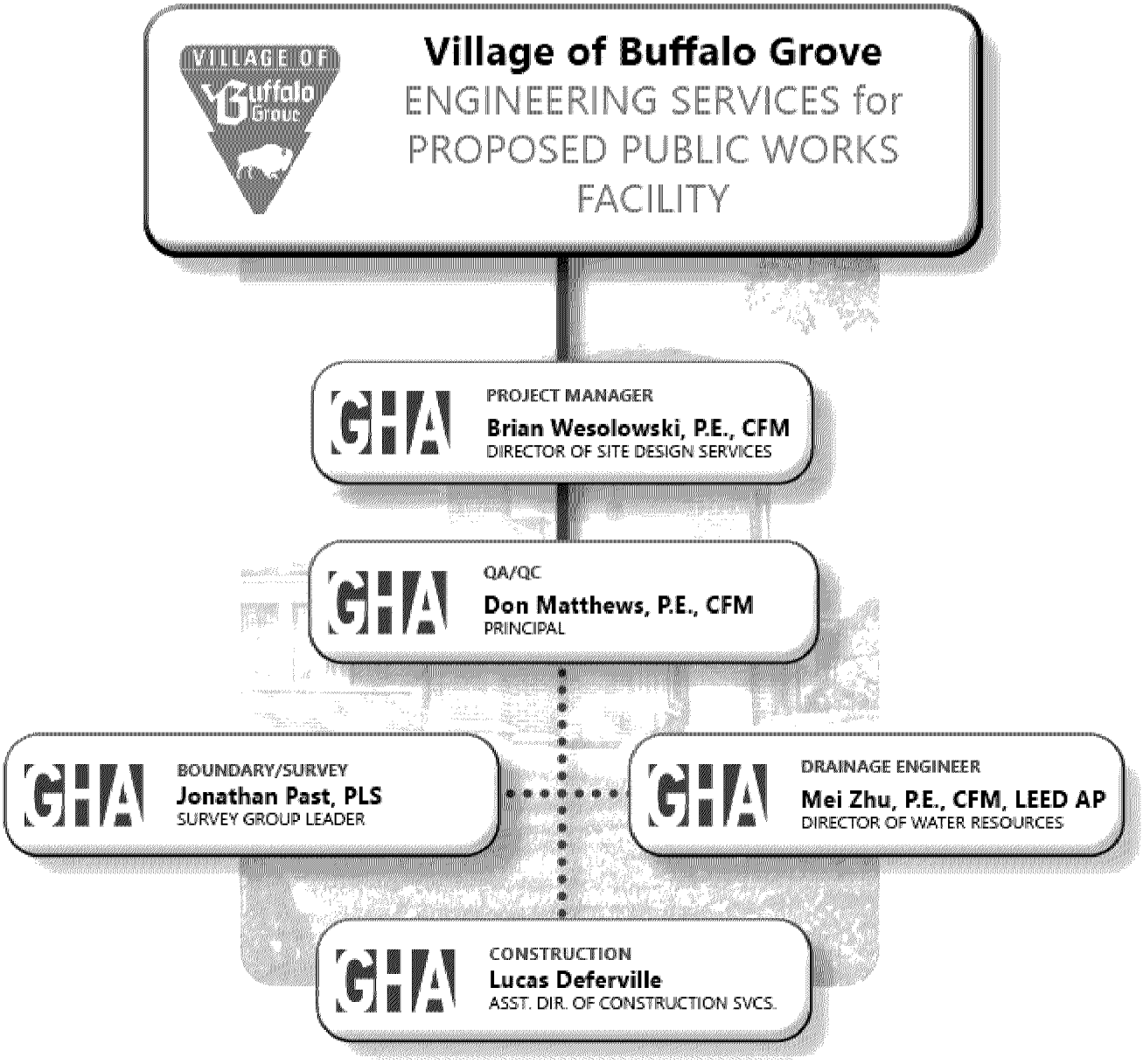
Permits were obtained from:

- City of Highland Park
- Lake County Stormwater Management Commission
- East Skokie Drainage District
- North Shore Water Reclamation District
- IEPA Sanitary Sewer

The project included demolition of the two existing operations facilities, site access and circulation improvements, parking for 70 vehicles, material storage bins, a fuel station, as well as water main, sanitary sewer and storm sewer.

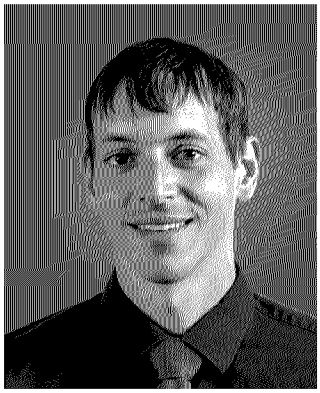
Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

Project Team/Resumes



Resumes for Key Project Personnel follow:

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)



PROJECT ROLE: **PROJECT MANAGER**

Brian J. Wesolowski, P.E., CFM

Director of Site Design
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6235
BWesolowski@GHA-Engineers.com

Education
Bachelor of Science in Civil Engineering, Iowa State University, 2010

Professional Registration
State of Illinois Licensed Professional Engineer #062-066656

State of Wisconsin Licensed Professional Engineer #47170-6

State of Indiana Licensed Professional Engineer #PE11900643

State of Michigan Licensed Professional Engineer #6201069390

State of Minnesota Licensed Professional Engineer #57349

Certified Floodplain Manager No. IL-16-00748

Memberships
American Society of Civil Engineers
American Public Works Association
American Water Works Association

Experience
Mr. Wesolowski is a civil engineer with twelve years of industry experience He began as an intern at GHA in 2007 and joined the firm full-time following graduation in 2010. Mr. Wesolowski's work has been concentrated on municipal engineering and construction phase services. He works closely with clients to design capital improvements and coordinates with contractors to ensure quality work on a variety of projects. Mr. Wesolowski also assists with addressing issues that arise during construction.

Annual Road & Utility Improvements, Buffalo Grove
Mr. Wesolowski has served as the Project Engineer for several annual infrastructure improvement projects since 2016. Yearly improvements have ranged from $500,000 to over $7,000,000 and included roadway resurfacing, roadway reconstruction, curb removal and replacement, ADA improvements, water main improvements, storm sewer improvements, sanitary sewer improvements and various project permitting through agencies governing the work including, IDOT, LCDOT, CCDOT, IEPA, USEPA, LCSMC.

Water Main Improvement Program, Libertyville
Mr. Wesolowski has served as both the Staff Engineer and Project Manager of the Villages yearly water main replacement program since 2013. Yearly improvements ranged from 2,750 feet to 7,200 feet of replacement water mains. Extensive coordination between the Village and various permitting agencies including IDOT, LCDOT, JAWA, ComEd, NiCor, and IEPA, was required to ensure the projects were completed in the timeframe permitted. Water main designs included open cut, directional drill, dry bore, and auger and jack sections to cost effectively minimize disturbance of the projects.

Village Engineer, Golf
Mr. Wesolowski served as the Village Engineer for the Village of Golf since 2019. As Village Engineer Mr. Wesolowski provides guidance to the Village board on engineering related matters including Motor Fuel Tax compliance, local roadway rehabilitation, resident coordination, and reviewing drainage complaints.

ADA Path of Travel Improvements, Various Clients
Mr. Wesolowski served as the project manager for special path of travel projects on private sites to improve the compliance of properties with the current accessibility code. In total Mr. Wesolowski has overseen work on over 250 properties since 2015 with an estimated construction value of over

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

Brian Wesolowski, P.E., CFM
continued

$12,500,000. Designs typically have included ADA parking design, right of way path of travel designs, curb ramp design, accessibility code interpretations, and guidance for owners' continual efforts to bring their properties up to the current code requirements.

Parking Lot Reconstruction, City of Evanston

Mr. Wesolowski served as the Lead Design Engineer for reconstruction of nine City-owned parking lots. Improvements primarily consist of reconstruction of the conventional pavement with various types of porous pavements and stone void storage, incorporation of other sustainable elements such as rain gardens and bioswales, and related sewer, lighting, landscaping, and restoration work. GHA provided land surveying services, environmental consulting, preparation of final PS&E, permitting assistance, and construction oversight. The projects are being constructed over a two-year period, with final completion scheduled for 2017.

Municipal Road Improvement Programs

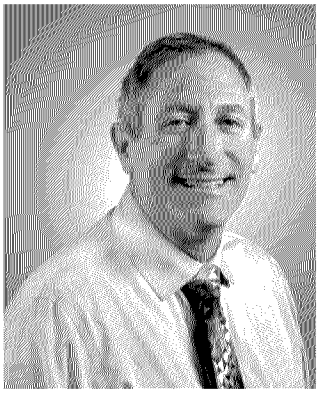
Mr. Wesolowski provided construction observation, preparation of plans and specifications, documentation of quantities, and coordination with residents, the contractor, and the Village on the following roadway improvement projects:

- Village of Deer Park
- Village of Inverness
- Village of Barrington Hills
- Cuba Township

Lake Zurich CUSD 95 Pavement Improvements

In 2008, Mr. Wesolowski served as the construction technician for the School District's pavement improvement program. The project provided for improvements at seven sites totaling over $300,000 in improvements. Responsibilities included documentation of quantities, preparation of daily and weekly reports, daily coordination between the contractor and School District, preparation of change orders, and construction layout. The following year he developed the School District's 10-year pavement improvement plan providing recommendations for timing and scope of improvements, including estimates of costs and quantities.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)



PROJECT ROLE: **QUALITY ASSURANCE/QUALITY CONTROL**

Donald E. Matthews, P.E., CFM

Vice President/Principal
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6220
DMatthews@GHA-Engineers.com

Education
Bachelor of Science Civil Engineering, Iowa State University, 1988

Master of Business Administration, Lake Forest Graduate School of Management, 2008

Professional Registration
State of Illinois Professional Engineer

State of North Carolina Professional Engineer

Illinois Certified Floodplain Manager

Memberships
National Society of Professional Engineers

American Society of Civil Engineers

American Public Works Association

Illinois Association for Floodplain and Stormwater Management

Past Chairman, Stormwater Management Commission, Village of Northbrook

Past Vice Chairman-Natural Resources Commission, City of Highland Park

Experience
Donald E. Matthews has spent his entire engineering career with GHA. He currently serves as Vice President, and also leads GHA's Site Design Division with responsibility for coordinating multiple design teams and managing client relationships. His engineering specialties include planning, design, and construction phase responsibility for municipal, institutional, park district and private development projects. His design emphasis is in site planning and stormwater management.

Tucker Development, District 1860 Mixed Use Development
Mr. Matthews is the Project Manager and site design engineer for the District 1860 mixed use development located at the northwest corner of the intersection of Touhy and Lincoln Avenues in the Village of Lincolnwood. The project consists of 110,000 square feet of retail space, 300 surface parking spaces, 450 garage parking spaces, 150 room hotel and a four-story residential building. The combined value of the on and offsite civil improvements is roughly $11 million. Mr. Matthews assisted the developer through the lengthy Village entitlement process, oversaw the design of the site improvements and coordinated with the design of the offsite roadway and signalization improvements.

Citizens Park, Barrington Park District
Managed the redevelopment of this 55-acre Brownfield site into an award-winning passive and active recreational facility. The completed project includes 1.5 miles of paths, picnic groves, picnic shelters, playgrounds, an outdoor amphitheater, the first accessible tree house in Illinois, lighted athletic courts, and a nine acre open meadow. The site was designed in an environmentally sensitive manner to minimize the impact to over 1,000 existing mature trees and 10 acres of wetlands.

Operations and Public Safety Center, Lake County Forest Preserve District
Mr. Matthews served as the Project Manager for development of the new facility in Fourth Lake, Illinois, which consists of a 100,000-square-foot public safety facility, a 180-space parking lot, fuel and material storage facilities, and widening improvements for access onto Illinois Route 132. A portion of the site remains a natural forest preserve with high quality wetlands, mature forested areas, and native prairie grasses. An extensive, engineered system of bio-swales, settling pools, and wetland plantings were incorporated into the design of the site's stormwater management system.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

PROJECT ROLE: **DRAINAGE ENGINEER**

Mei Zhu, P.E., CFM, LEED AP

Director of Water Resources
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6225
MZhu@GHA-Engineers.com

Education
Bachelor of Science, Civil Engineering, Tongji University, 1987

Master of Science, Civil Engineering, Xi'an Institute of Metallurgy and Construction Engineering, China, 1990

Master of Science, Civil Engineering, Louisiana State University, 1996

Professional Registration
Illinois Licensed Professional Engineer #062 056576

Certified Floodplain Manager

LEED AP, US Green Building Council

Designated Erosion Control Inspector, Lake County Stormwater Management Commission

Memberships
American Society of Civil Engineers

Illinois Association for Floodplain and Stormwater Management

Experience
Mei Zhu is a Registered Professional Engineer and a Certified Floodplain Manager practicing for 25 years as a Civil Engineer. Ms. Zhu specializes in site design and regulatory permitting, floodplain and floodway management, hydrologic and hydraulic analysis, stream restoration, existing drainage assessment and remediation, green infrastructure practices, regulatory ordinance enforcement, and soil erosion and sediment control practices. Ms. Zhu has been in the employ of Gewalt Hamilton Associates, Inc. since 2000.

Stormwater Consultant, McHenry County Planning & Development Water Resources Division
Gewalt Hamilton provided stormwater consulting services to the McHenry County Planning & Development for 10 years. Ms. Zhu served as the Project Manager providing review of stormwater permit application submittals for compliance with the McHenry County Stormwater Management Ordinance.

Stormwater Consultant, Lake County Stormwater Management Commission
Ms. Zhu serves as the Project Manager providing engineering services to the Lake County Stormwater Management Commission, including review of stormwater permit applications/submittals for compliance with the Lake County Watershed Development Ordinance (WDO), and preparation of reports documenting deficiencies, recommendations, and/or compliance. Ms. Zhu's responsibility also includes providing engineering design, plans and specifications, and permit applications for the SMC projects.

Municipal Engineering
Ms. Zhu serves as the Senior Water Resources Review Engineer for review of stormwater permit submittals for the Village of Riverwoods, Bannockburn, Grayslake, Kildeer, Northfield, and Prospect Heights to ensure compliance with the stormwater ordinances. Ms. Zhu also serves as Water Resources Engineer for municipal roadway programs and drainage improvements and is responsible for drainage design and obtaining permits from IDNR, IEPA, IDOT, USACOE, and SMC.

East Skokie Drainage District Daylighting Project, North Chicago
The ComEd substation lies almost entirely within the 100-year floodplain and the regulatory floodway, naturally prone to frequent flooding events and exacerbated by approximately 0.25 miles of failing 30-inch storm sewer, originally used as an agricultural drain tile, which conveyed the Skokie River underground. To reduce flooding, the East Skokie Drainage District (ESDD) initially proposed replacement of the failing storm sewer with an upsized

Memberships cont.
American Council of Engineering Companies, MWRD Committee

McHenry County Technical Advisory Committee

Lake County Technical Advisory Committee

MWRD Technical Advisory Committee

sewer and new alignment. GHA proposed abandoning the sewer and excavating a naturalized drainage channel, a process known as "daylighting". The 12,000 cubic yards of earth excavation required would also serve as compensatory storage for an additional flood-proofing effort for the substation.

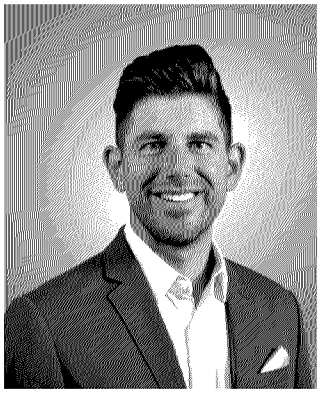
Ms. Zhu served as Water Resources Engineer and involved in hydraulic analysis, design, and permitting. This project received IEPA Section 319 Grant and was a cooperative effort between the ESDD, City of North Chicago, SMC, IEPA, and the US Army Corps of Engineers. The project's success earned SMC's Best Management Practice of the Year award.

Sunset Valley Golf Course, Park District of Highland Park
Ms. Zhu served as Water Resources Engineer for the Park District of Highland Park's $6 million renovation of the combined park and golf course operations facility. A HEC-RAS hydraulic model of the Skokie River was developed to determine the floodplain impacts as a result of the improvements and provided conveyance and compensatory storage at the golf course. All stormwater management facilities were designed in accordance with the Lake County's WDO. Permitting was required through Lake County SMC, USACE, the City of Highland Park, and IDNR/OWR.

Greg Petry SportsPark, Waukegan
Ms. Zhu served as Water Resources Engineer responsibility for designing the stormwater management facilities for a new community sports park on an existing 140-acre golf course in Waukegan, Illinois. The stormwater management system provided over 25 acre-feet of storage, an irrigation pond, and incorporated 16 acres of native plantings, bioswales and rain gardens. Due to the proximity of the Waukegan Regional Airport, the detention facilities were designed within specific drawdown time. This project received the Lake County Stormwater Management Commission's 2011 BMP/Development Project of the Year Award.

Streambank Restoration of Mahoney Creek & Mahoney Creek Tributary, Batavia
Improvements at Mahoney Creek Tributary includes both stream channel and streambank stabilization, the creation of floodplain terraces to promote infiltration, and a water quality basin for added floodplain storage. Ms. Zhu served as the Project Manager and Senior Water Resources Engineer with responsibility for design and permitting through the Kane-DuPage Soil and Water Conservation District, the IDNR/OWR, IEPA, City of Batavia, and the U.S. Army Corps of Engineers.

Causeway Removal & Pedestrian Crossing Improvements, Geneva
Work included shoreline stabilization and restoration along the west bank of the river and the west edge of the island. Ms. Zhu served as the Senior Water Resources Engineer for this Forest Preserve District of Kane County project, providing hydraulic modeling analysis and permitting assistance through the Kane-DuPage Soil and Water Conservation District, the IDNR/OWR, IEPA, Kane County Water Resource Division, City of Geneva, and the U.S. Army Corps of Engineers.



PROJECT ROLE: **CONSTRUCTION**

Lucas J. Deferville

Assistant Director of Construction
Gewalt Hamilton Associates, Inc.
Direct: 847.821.6201
LDeferville@gha-engineers.com

Education
Bachelor of Science Construction Management, Western Illinois University, 2005

Professional Registration
IDOT Documentation of Contract Quantities Certification ##21-18683

IDOT Training: CMMS, MUTCD, ICORS, MISTIC

Canadian National FRAM 214 Railroad Workplace On-Track Safety Training

eRailSafe System Contractor #2734374

IDOT Material Management of Jobsite Certified

Certified Work Zone Safety Specialist ISMA Certification #ZZ_93901

CPR/AED and First Aid Certified

Memberships
American Public Works Association

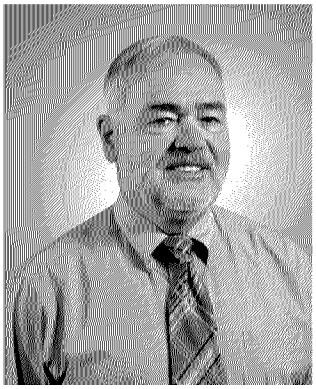
Experience
Lucas J. Deferville serves as GHA's Assistant Director of Construction and has over 20 years of experience with an emphasis on construction engineering and contract administration. Mr. Deferville has been with Gewalt Hamilton Associates, Inc. for 17 years as a full-time employee-owner and for 4 years prior as an intern. Mr. Deferville oversees construction phase operations and is responsible for managing all phases of Phase III including observation, contract conformance, schedule and budget adherence, material inspection management, soil erosion/sediment control practices, and public relation coordination with clients and project stakeholders. Mr. Deferville served as a field engineer or project manager on a multitude of Phase III projects and employs his experienced field practice to mentor a skilled team and provide experienced guidance, technical assistance, and quality control management for clients, contractors, and field staff.

Infrastructure Modernization Construction Coordinator, Buffalo Grove
Mr. Deferville was the Construction Coordinator assisting Village and GHA staff with construction management and administration of thirteen various Infrastructure Modernization Program projects with a construction value of over $20 million utilizing federal, Motor Fuel Tax, and local funds. He worked as an extension of Village staff and in conjunction with contractors, GHA staff, other consultant firms, and local stakeholders.

Woodland Subdivision Water Main and Drainage Improvements, Deerfield
This project included one mile of water main replacement, and 90 new water service reconnections over 1.5 miles of residential roadway within the Woodland Subdivision. To preserve the mature parkway trees and adhere to IEPA separation guidelines, the new water main and services were installed by directional drill methods. Throughout construction there were no emergency water service disruptions to the residents due to good team communication, staging and phasing preparedness, and overall workmanship. From the beginning of the project, Mr. Deferville was the face of the project and relied upon as an extension of Village staff.

Sherman Hospital Replacement Campus, Elgin
This $310 million project involved the new construction of a replacement campus on 165 acres and included 650,000 cubic yards of site excavation, 25,000 tons of asphalt pavement, 36,000 lineal feet of curb and gutter, 53,000 square feet of concrete sidewalk, 13,000 lineal feet of storm sewer, 5,000 lineal feet of sanitary sewer, and 9,500 lineal feet of water main with a combined value of site improvements over $14 million. Mr. Deferville was responsible for construction observation, conformance with plans and specifications, requests for inspection and information, budget adherence and coordination with the client, contractor(s) and the City of Elgin.

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)



PROJECT ROLE: **SURVEY**

Jonathan F. Past, PLS

Survey Group Leader
Direct: 847.821.6236
JPast@GHA-Engineers.com

Professional Registration
State of Illinois Licensed Professional Land Surveyor #035 003341

Memberships
Illinois Professional Land Surveyors Association, Northeast Chapter

National Society of Professional Surveyors

Leadership
Current and Past (2016-2017) President of NE Chapter of the Illinois Professional Land Surveyors Association

Experience
Mr. Past is a Licensed Professional Surveyor with more than 35 years of industry experience in all types of surveys using a variety of technologies. As Manager of GHA's Survey Group, Mr. Past is responsible for scheduling and management of all survey staff, project procurement and pricing, QA/QC of completed work, and R&D for new innovations in land surveying.

Boundary Surveys
Retraces and monument title lines for ALTA/ACSM/NSPS land title surveys, new subdivisions and existing parcels requiring a current survey, including legal descriptions and plat preparation. Also prepares legal descriptions and plats for roadway and easement dedications, roadway and easement vacations and tax division or annexation parcels.

Route Surveys
Transportation related experience involving control surveys by GPS and classical methods. Determines existing centerline alignments and existing right-of-way from field surveys and public records. Also prepares plats of highway with legal descriptions for proposed right-of-way for small and large-scale land acquisition projects.

Engineering and Construction Surveys
Broad range of experience in small to very large private and public works projects involving settlement monitoring, roadway and site topographic surveys, centerline alignment surveys, and drainage and hydraulic surveys. Experience also includes construction layout and final as-built surveys. All experience has included residential, commercial and industrial development, along with railroads, quarries, roadways, bridges and airports.

Control Surveys
Experience with all forms of plane and geodetic survey control for horizontal and vertical purposes. Includes control for photogrammetry, densification, and topographic and engineering surveys.

Subdivision Surveys
Preparation and execution Residential, Retail and Industrial Subdivision surveying for the development of several multi-acre developments. From project beginning to fulfillment including deed research, Boundary Survey, ALTA/ACSM/NSPS Land Title Survey, Plat of Subdivision, Individual Lot Plats. Field staking of development including layout of civil improvements, property lines houses, etc. in Lake, McHenry, Boone, DuPage, Kane & Cook Counties.

Monitoring Surveys
Experience with numerous and varied monitoring projects including but not limited to; Railroad track location monitoring at the McCook Quarry for the United States Army Corps of Engineers. Subterranean Railroad tunnel and historic building settlement monitoring during the construction phase of Block 37, Chicago Loop.

N

1 in = 150 ft

Survey Exhibit

1650 Leider Lane, Buffalo Grove, IL

This exhibit is for informational purposes and may not have been created for, or be suitable for, legal, engineering, or surveying purposes.

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

Fee and Signatures

GHA proposes to invoice the Village of Buffalo Grove on a not-to-exceed (NTE) fee (except as noted) as follows:

1650 Leider Lane Site Design & Construction

Phase	Cost
Survey & Boundary	$10,500
Schematic Design	$17,250
Design Development	$35,500
Construction Documents & Bidding	$17,500
Construction Administration	$25,000
NPDES Inspections	$24,000
Subtotal	**$129,750**
Estimated Reimbursable Expenses	$3,000
Total	**$132,750**

Leider Lane Offsite Design & Construction

Phase	Cost
Survey & Boundary	$12,500
Plat of Dedication	$8,250
Leider Lane Design & Stormwater	$99,700
Construction Observation	$134,500
Subtotal	**$254,950**
Estimated Reimbursable Expenses	$5,000
Total	**$259,950**

General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA

Attachment: Professional Service Contract PW Site Development (O-2022-83 : Public Works Site Development Design Services Agreement)

because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Brian J. Wesolowski, P.E.
Director of Site Design Services

Village of Buffalo Grove

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Name: XXXXXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXXXXXXXXXXXX

Encl.: Attachment A
Hourly Rates
Survey Area Exhibit
Conceptual Design Exhibits

GEWALT HAMILTON ASSOCIATES, INC.
An Employee-Owned Company

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE: 2022

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	$ 240.00
CIVIL ENGINEER VI	$ 205.00
CIVIL ENGINEER V	$ 201.00
CIVIL ENGINEER IV	$ 199.00
CIVIL ENGINEER III	$ 178.00
CIVIL ENGINEER II	$ 167.00
CIVIL ENGINEER I	$ 146.00
LAND SURVEYOR IV	$ 171.00
LAND SURVEYOR III	$ 147.00
LAND SURVEYOR II	$ 143.00
LAND SURVEYOR I	$ 134.00
GIS PROFESSIONAL III	$ 178.00
GIS PROFESSIONAL II	$ 156.00
GIS PROFESSIONAL I	$ 145.00
ENVIRONMENTAL CONS. II	$ 151.00
ENVIRONMENTAL CONS. I	$ 138.00
ENGINEERING TECHNICIAN V	$ 199.00
ENGINEERING TECHNICIAN IV	$ 151.00
ENGINEERING TECHNICIAN III	$ 138.00
ENGINEERING TECHNICIAN II	$ 121.00
ENGINEERING TECHNICIAN I	$ 91.00
ADMINISTRATIVE I	$ 73.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

GEWALT HAMILTON ASSOCIATES, INC. - 625 FOREST EDGE DRIVE - VERNON HILLS, IL 60061
847.478.9700 GHA-Engineers.com

Exhibit C.
Insurance

1. Firm's Insurance

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

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

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

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

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

   The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

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

L. Professional Liability

1) Professional liability insurance with limits not less than $1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.
2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3) Provide a certified copy of actual policy for review.
4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

Ordinance No. O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations for a Carwash at 301 N Milwaukee Avenue

Recommendation of Action

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

Prestige Midwest Holdings, LLC, is the contract purchaser of 301 N. Milwaukee Avenue. The site is approximately .89 acres and is currently improved with a vacant restaurant (Grill on the Rock, Korean Barbeque). The proposed development would include the demolition of the vacant restaurant and the construction of an approximately 5,000 square foot carwash facility, Spotless Auto Spa. The proposed project requires preliminary plan approval, and variations from the Zoning and Sign Codes.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B Plan Set (PDF)
- PZC Minutes (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 15, 2022

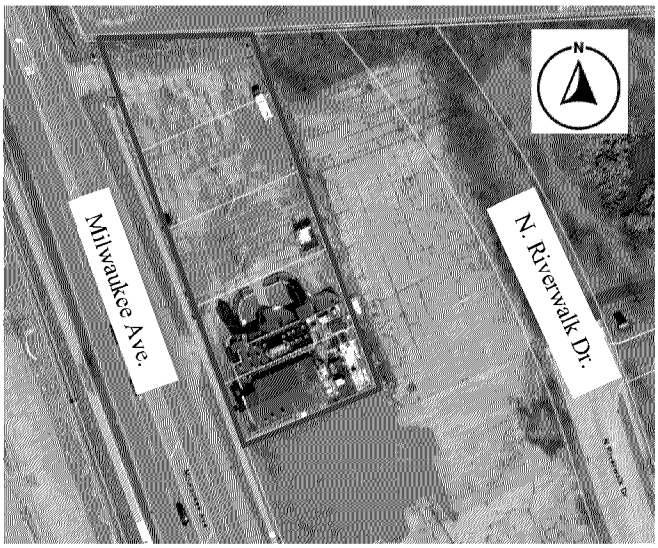
TO: President Beverly Sussman and Trustees

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

SUBJECT: 301 N. Milwaukee Avenue – Spotless Auto Spa. The petitioner is seeking approval of a Preliminary Plan, a Variation from Section 17.32 of the Zoning Code pertaining to accessory structures closer to the street than the principal structure, Section 17.44.040 of the Zoning Code pertaining to the width of the landscape buffer along Milwaukee Avenue, and a Variation from Section 17.44 of the Sign Code related to the orientation of two of the proposed wall signs, in order to construct a new carwash facility on the site.

PROJECT BACKGROUND

Brian Paul, on behalf of Prestige Midwest Holdings, LLC, is the contract purchaser of 301 N. Milwaukee Avenue. The site is approximately .89 acres and is currently improved with a vacant restaurant (Grill on the Rock, Korean Barbeque). The proposed development would include the demolition of the vacant restaurant and the construction of an approximately 5,000 square foot carwash facility with canopy covered pay stations, two lanes for vehicle stacking and 17 vacuum stations. The new carwash would be called Spotless Auto Spa. The proposed project requires preliminary plan approval, and variations from the Zoning and Sign Codes as follows:



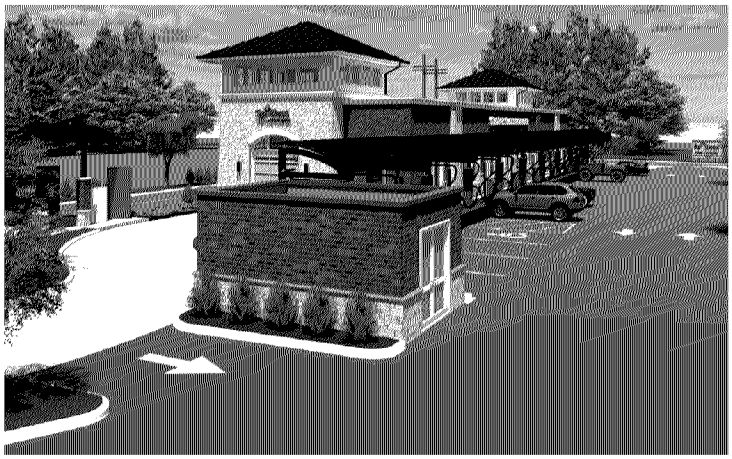
1. A Variation from Section 17.32 of the Zoning Code pertaining to accessory structures (canopy covered vacuum stations and refuse enclosure) being closer to the street than the principal structure; and,
2. A Variation from Section 17.44.040 of the Zoning Code pertaining to the width of the landscape buffer along Milwaukee Avenue being less than the required 15 feet along the right-of-way; and,
3. A Variation from Section 17.44 of the Sign Code related to the orientation of two of the proposed wall signs, which are not over the primary entrance to the building and/or facing a public-right-of-way.

PLANNING & ZONING ANALYSIS

Operations:

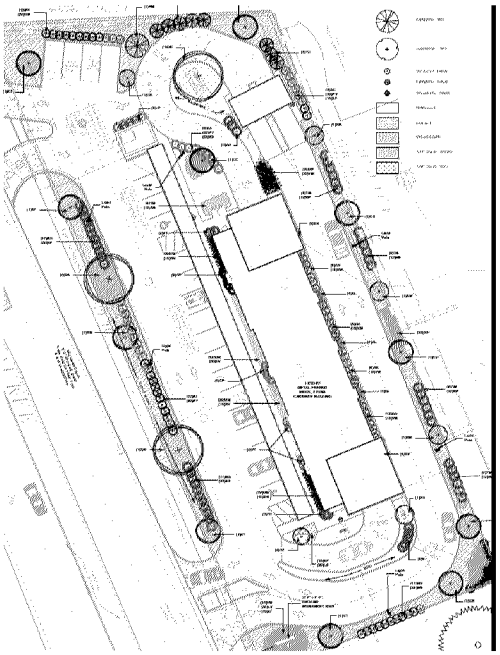
- Summer hours of operation for the carwash would be 7:00 AM – 9:00 PM Monday through Saturday and 8:00 AM – 8:00 PM on Sundays.
- During winter months, the hours of operation would be 8:00 AM – 8:00 PM Monday through Saturday and 8:00 AM – 6:00 PM on Sundays.
- Peak hours will vary but are normally on evenings and weekends.
- Total wash times vary from 30 seconds to 3 minutes depending upon the type of wash selected.
- The carwash will typically have 3 staff members on site to assist customers with a maximum of 4 staff during peak hours.
- Spotless Auto Spa will not offer detailing or other supplemental services at this facility.

Use & Setbacks:



- The proposed use is permitted within the B3 zoning district.
- The Comprehensive Plan indicates that this site should remain commercial.
- The proposed building meets the zoning setback requriements.
- A variation is needed for the accessory structures which are closer to the street than the principal structure. Due to the lot depth, building setback requirements, and drive aisle width requirements there is not a suitable location for these accessory structures to the rear of the principal building. As a result, the refuse enclosure and canopy covered vacuum stations have been located in front of the building.

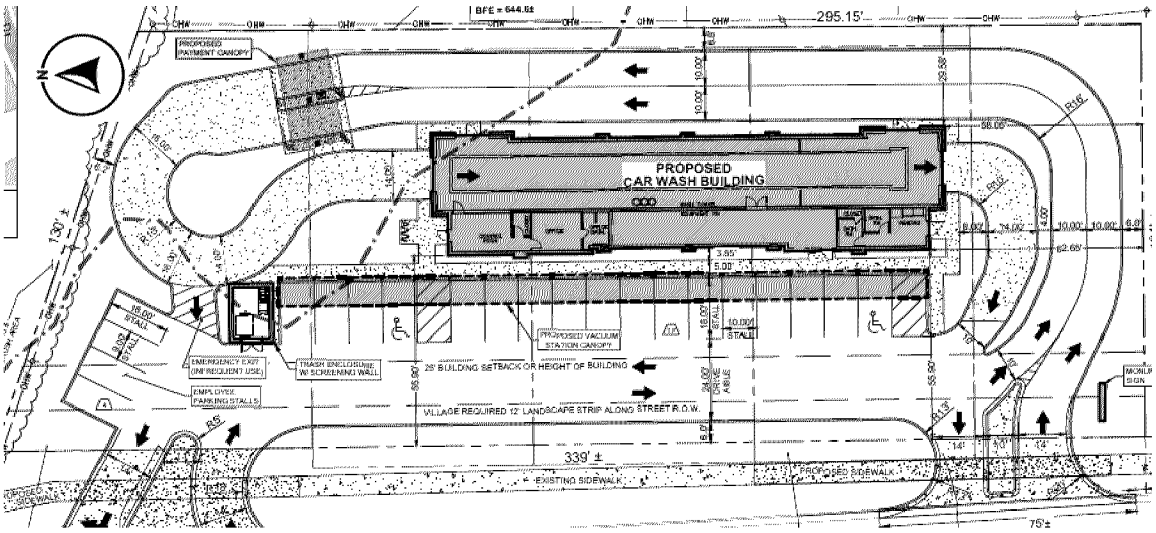
Landscaping:



- The petitioner has submitted a robust landscape plan that includes shade, ornamental and evergreen trees as well as evergreen and deciduous shrubs, ornamental grasses, and perennials.
- Evergreen shrubs (Boxwood varieties) will be used to provide parking lot screening.
- As requested by the Village Engineer, native plantings have been incorporated into the landscape plan.
- Based upon the building setback, the Code requires a minimum landscape buffer of 15 feet adjacent to the entire length of the right-of-way on this site. The proposed landscape buffer varies in width from 8 - 11.47 feet and will therefore require a variation from the B-3 Planned Business Center District Regulations.

Signage:

- A Code compliant monument sign is proposed at the south entrance to the development. The sign base material will match the stone veneer on the principal building.
- A Code compliant, channel letter, wall sign is proposed on the west building elevation (facing Milwaukee Avenue).
- Additional wall signs, above the entrance and exit of the carwash are also proposed on the north and south building elevations. These signs are compliant in terms of size but require a sign variation due to their orientation (not facing a public right-of-way).
- All of the proposed signs would be internally illuminated.



Accessibility & Circulation:

- Access to the site will be provided on the southwest corner of the property by a curb cut on Milwaukee Avenue. The existing full-access driveway will be relocated slightly to the south and expanded to accommodate a full-movement access drive with a raised island median in the drive. The median will prohibit inbound traffic from turning left where multiple lanes of traffic converge.
- The existing full access drive on the northwest part of the site will be modified to accommodate right-in/right-out only traffic.
- Circulation to the vacuum stations will be provided via a two-way drive aisle. Vehicles accessing the vacuum stalls prior to getting a car wash can only do so by entering the site at the northerly right-in/right-out access drive. Access to the car wash tunnel entrance will be provided via a one-way counterclockwise drive aisle. The entrance to the carwash will be on the north end of the site and the exit will be located towards the south of the site.
- An emergency exit is proposed at the north end of the site between the pay stations and the carwash tunnel, in the event the carwash breaks down and vehicles need to exit the queue.

Traffic & Stacking:

- The volume of traffic to be generated by the proposed car wash, will amount to approximately

one percent of the existing peak hour traffic on Milwaukee Avenue and will not have a significant impact on traffic conditions in the area.

- The total vehicle stacking capacity (including the carwash tunnel) is 53 cars, which the traffic study indicates will be adequate in accommodating the normal daily projected traffic operations of the car wash.
- The traffic consultant recommends that the existing striped median along Milwaukee Avenue be restriped to provide an exclusive left-turn lane. Village Engineers, Police and Fire Department representatives are in support this recommendation.
- The traffic study further recommends certain operating procedures for peak days, to enhance the flow of traffic through the carwash site. Peak demand, warranting modified operations, is anticipated to be rare. Staff suggests that the operators closely monitor circulation and stacking on the site during peak demand and implement the following procedures on an as-needed basis:
    - Increase the service rate of the tunnel to the maximum it can process.
    - Should the internal vehicular queues occupy both lanes, the right-in movement at the full-movement access drive off Milwaukee Avenue should be closed via traffic cones and an attendant should direct traffic to enter via the right-in/right-out access drive.
    - Direct traffic to stack on the drive aisle within the vacuum stalls. This would provide the car wash with additional stacking for approximately 16 to 20 vehicles (stacked side by side).
    - Provide staff at critical locations within the circulation system during peak periods at the carwash to help direct and manage the flow of traffic through the site. Critical internal locations where staff should be located include at the pay stations and at the exit of the carwash.

Parking:

- The Zoning Code requires a minimum of one parking space per employee be provided for carwashes (auto laundry uses).
- The project exceeds this requirement with four dedicated parking stalls for employees and 17 parking stalls equipped with vacuum stations.

Building Elevations/Site Design:

- The site has been thoughtfully designed and well-coordinated.
- The materials on the sign base and accessory structures (pay station, vacuum stations and refuse enclosure) all match the materials on the primary building.
- The stone block columns with cornices provide interest and building articulation and all four sides of the building have been fully designed.

Lighting:

- The proposed lighting complies with the Village illumination standards of no more than .5 footcandles at the property line.
- A combination of pole lights, building fixtures and under canopy lighting will be used to illuminate the site.

Noise:

- The sound study indicates that the ambient noise from traffic on Milwaukee Avenue will exceed noise generated by the car wash blower during anticipated hours of operation.
- The nearest residential property is located across Milwaukee Avenue, approximately 220 feet from the proposed carwash site.

STORMWATER & ENGINEERING

- The site will be designed to accommodate the floodplain on the north part of the site and mimic the existing elevations. Compensatory storage will be provided, and the building will be elevated to meet flood protection standards.
- The site's impervious surface and stormwater runoff will be reduced.
- The Village's Engineers have reviewed the preliminary plans and have indicated that the minimal concerns related to stormwater and utilities can be addressed during the final engineering process.
- As a condition of approval, final engineering will have to be submitted in a manner acceptable to the Village.

PUBLIC HEARING COMMENTS

There were no comments from the public.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the proposed Preliminary Plan with Variations from the Zoning Code pertaining to the location of accessory structures in relation to the principal structure and the width of the landscape buffer adjacent to the right-of-way; and with a Variation from the Sign Code pertaining to the orientation of two of the proposed wall signs, all to accommodate the construction of a new carwash facility at 301 N. Milwaukee Avenue, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.

2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.

3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.

4. The fire truck turn exhibit shall be revised to the satisfaction of the Fire Chief prior to issuance of any building permits.

5. As recommended by the Traffic Impact Study prepared by KLOA and dated June 29, 2022:
    a. The painted median on Milwaukee Avenue shall be restriped to provide an exclusive left-turn lane into the full-movement access drive at the south end of the site, subject to the review and approval by IDOT.
    b. The carwash wayfinding and traffic control signage shall be installed on the site as noted in the Traffic Impact Study.

6. The operator shall closely monitor traffic circulation and stacking during peak operating days/hours and take appropriate measures to ensure that adequate stacking is provided. If the Village determines, at its sole discretion, that additional stacking should be provided to accommodate peak demand on site, the petitioner shall adjust their operating procedures in a manner acceptable to the Village.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of the Preliminary Plan with zoning and sign variations to allow the construction of Spotless Auto Spa at 301 N. Milwaukee Avenue, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING A PRELIMINARY PLAN WITH ZONING AND SIGN CODE VARIATIONS FOR 301 N. MILWAUKEE AVENUE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS

Spotless Auto Spa
301 N. Milwaukee Avenue

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

WHEREAS, 301 N. Milwaukee Avenue, Buffalo Grove, IL ("Property") is a .89-acre site in the B-3 Business District which is currently improved with a vacant restaurant and is hereinafter legally described in Exhibit A; and,

WHEREAS, Brian Paul, ("Petitioner") has filed a petition on behalf of Prestige Midwest Holdings, LLC, to allow the construction of a 5,000 square foot carwash facility with canopy covered pay and vacuum stations on the Property, and is requesting the following approvals:

1. Preliminary Plan approval; and,

2. The following Variations from the Village of Buffalo Grove Zoning Code:

    a. Section 17.32 of the Zoning Code pertaining to accessory structures (canopy covered vacuum stations and refuse enclosure) being closer to the street than the principal structure; and,

    b. Section 17.44.040 of the Zoning Code pertaining to the width of the landscape buffer along Milwaukee Avenue being less than the required 15 feet along the right-of-way; and,

3. The following Variation from the Village of Buffalo Grove Sign Code:

    a. Section 17.44 of the Sign Code related to the orientation of two of the proposed wall signs, which are not over the primary entrance to the building and/or facing a public-right-of-way; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on July 20, 2022 concerning the petition for approval of the Preliminary Plan, the Zoning and Sign Code Variations; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for Variations as set forth in the Buffalo Grove Zoning and Sign Ordinances, as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 8 to 0 to unanimously recommend approval of the Preliminary Plan, Zoning and Sign Code Variations; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Preliminary Plan, Zoning and Sign Code Variations are reasonable and will serve the best interests of the Village.

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Draft Minutes from the July 20, 2022 Planning & Zoning Commission Meeting

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Preliminary Plan with Zoning and Sign Code Variations for the Property at 301 N. Milwaukee Avenue, Buffalo Grove, IL, subject to the following conditions:

A. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.

B. The Final Engineering plans shall be submitted in a manner acceptable to the Village.

C. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.

D. The fire truck turn exhibit shall be revised to the satisfaction of the Fire Chief prior to issuance of any building permits.

E. As recommended by the Traffic Impact Study prepared by KLOA and dated June 29, 2022:
    a. The painted median on Milwaukee Avenue shall be restriped to provide an exclusive left-turn lane into the full-movement access drive at the south end of the site, subject to the review and approval by IDOT.
    b. The carwash wayfinding and traffic control signage shall be installed on the site as noted in the Traffic Impact Study.

F. The operator shall closely monitor traffic circulation and stacking during peak operating days/hours and take appropriate measures to ensure that adequate stacking is provided. If the Village determines, at its sole discretion, that additional stacking should be provided to accommodate peak demand on site, the petitioner shall adjust their operating procedures in a manner acceptable to the Village.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

_____
Village Clerk

APPROVED:

_____
Beverly Sussman, Village President

EXHIBIT A

Legal Description
Spotless Auto Spa
301 N. Milwaukee Avenue

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

PINS: 15-35-301-001;
15-35-301-002;
15-35-301-003;
15-35-301-004

EXHIBIT B

Plan Set
Spotless Auto Spa
301 N. Milwaukee Avenue

EXHIBIT C

Minutes from the July 20, 2022 Planning & Zoning Commission Meeting
Spotless Auto Spa
301 N. Milwaukee Avenue

Village of Buffalo Grove
Development Services Department-Zoning Application
301 Milwaukee Ave

The purpose of this application is to propose to construct and thereafter establish a new State-Of-The-Art car wash facility. The facility, better known as a luxury spa, shall have designated and clear marked lanes of use, staff members throughout the facility (from entry to exit), and a systematic plan executed to allow a steady and smooth flow of service.

The design of the facility is more akin to a modern-day brick-and-mortar bank with sleek lines and stone.

The operation shall have approximately 3 staff members on site to ensure the smooth flow of traffic, answer questions customers may pose, instruct customers and how to operate vacuums, direct customers to refuse disposal, and assist in the selection of a proper option for a wash.

The site design shall ensure enough space for stacking and for the prevention of any backup traffic onto the major or minor public roadways adjacent to the facility. Additionally, each site is designed to accommodate unobstructed movement of fire & other emergency vehicles onto and throughout the site grounds. Each site will have more than one lane for stacking, typically 3 plus at lease another lane for those seeking to exit the facility from the stacking lane.

Clients shall have options to choose specific service to be performed, communicated either electronically, verbally, by writing, or in some other manner thereby creating direction to the client through staff communication to proceed along the facility grounds to obtain the service or services selected.

Hours of operation would not exceed the operation of other like-kind facilities. Typically, the owner/operator can designate hours and the suggested hours are longer on weekdays and shorter on weekends. Peak hours vary. Sometimes the lunch hour on a sunny day may have peak visits. Weekends oftentimes will have peak usage of the facility. Early evenings may have peak usage as well.

Each wash has a different time designation. Typically, a standard wash can vary between 30 seconds to 3 minutes.

Description of Business Operations
301 N. Milwaukee
Buffalo Grove, IL

The Petitioner seeks to establish an Auto Luxury Spa, sometimes called an Auto Laundry, or Express Car Wash. The proposed facility is unique in structure as it has brick facade, towers, unique lighting and a state-of-the-art tunnel system. The aesthetics are more akin to a modern-day bank rather than an express car wash. The structure is neither a copy or identical in design to any other structure or facility nearby nor is it an anomaly. The height, width, depth, and breadth are not too wide, high, or deep to create a distraction. Rather, the design is made to create the cohesion of a business district and a unified and symmetrical representation of the area. Unique. Elegant. Luxurious.

The proposed operating hours are 7:00AM-9:00PM Monday to Saturday and Sundays 8:00AM-8:00PM during the summertime and 8:00AM-8:00PM Monday to Saturday and Sundays 8:00AM-6:00PM during the wintertime.

Although the entire system is automated, this facility would employ personnel to be at the facility during normal operating hours. Approximately 3 employees (at any given time) will always be present at the facility with a maximum of 4 during peak hours. Detailing/supplemental services will not be offered at this facility.

As we are dedicated to cleanliness, our facility must demonstrate that. We train our employees to assign one employee as a rover in the vacuum area. In this area, there are several vacuums and waste bins. Our employees will ensure no trash is left on the grounds, all trash is disposed of in the waste bins, and bins are emptied periodically as they fill. Other employees would assist clients in selecting a specific wash-type, answer questions, assist with payment operations, assisting clients entering the wash, and provide overall management of the facility during operations.

The tunnel system is state-of-the-art, with artificial intelligence (AI), sonar and No-Pile-Ups technology, friction, or touchless wash options. The tunnel is equipped with speed doors on both ends and sophisticated sensor systems to create an efficient and safe operation. The system is belt-fed or conveyor. Unlike a track system requiring a client to line-up the left side of their tire onto a track, place the vehicle in neutral and allow the system to “drag” the vehicle through the wash. Our system allows the client is simply drive onto a conveyor belt. We can accommodate and draw clientele with after-market lowered vehicles, larger vehicles, dual-axel, exotic vehicles and vehicles with specialty wheels. The facility shall have an installed payment canopy with ease of use.

The washing system is extremely efficient. If washing a vehicle in a driveway, an individual may use up to 150 gallons of water. A typical car wash attached to a gas stations or full-service washes may use up to 85 gallons of water. Our wash system uses only 15 gallons on average of water per wash. Additionally, the cleaning products used within the system are non-toxic, water-based, plant-based, marine safe, biodegradable, naturally scented, and environmentally friendly.

To avoid disruption of traffic and to provide a continuous flow from all lanes, the car wash shall be designed to complete the entire process of washing-from the point of sale at gate opening to the exit of the wash-in under three minutes. Finally, the design includes a built-in time-space element so that a vehicle shall exit the wash every 20 seconds thereafter.

The ground/land/property upon which the facility shall be constructed and operated creates diversity and coupling complimentary element to its surroundings. The business corridor along Milwaukee Avenue has several commercial properties with their own unique niche. This will be a great complimentary addition. We selected Buffalo Grove for its vibrant corridor and easy to maneuver and navigate design.

The Petitioner shall encourage inspections by Village, County and State agencies to ensure compliance with all codes and ordinances and will provide full cooperation in this very important process. We look forward to working with the Village of Buffalo Grove. project

TOPOGRAPHICAL SURVEY

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

GENERAL NOTES:

1. NO TITLE SEARCH WAS PERFORMED DURING THE PREPARATION OF THIS SURVEY. EASEMENTS PER THE RECORDED PLAT OF SUBDIVISION ARE PLOTTED HEREON. ADDITIONAL RECORDED EASEMENT INFORMATION IF ANY HAS NOT BEEN FURNISHED TO SURVEYOR.

2. LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN MAPPED FROM APPARENT SURFACE STRUCTURES AVAILABLE RECORDS AND JULIE MARKINGS AND SHOULD BE CONSIDERED AS APPROXIMATE AND POSSIBLY INCOMPLETE.

LEGEND

TC800.00	TOP OF CURB ELEVATION
FL800.00	FLOW LINE OR LOWEST GUTTER ELEVATION
EP800.00	EDGE OF PAVEMENT ELEVATION
12"	DECIDUOUS TREE AND TRUNK SIZE
12"	CONIFER TREE AND TRUNK SIZE
B	BUSH
	STORM SEWER
	SANITARY SEWER
W	WATER MAIN
E	UNDERGROUND ELECTRIC
C	UNDERGROUND CABLE TV
T	UNDERGROUND TELEPHONE
G	UNDERGROUND GAS LINE
OH	OVERHEAD UTILITY LINES
	POST
	UTILITY POLE
	TELEPHONE BOX
	WATER VALVE VAULT
	FIRE HYDRANT
	CLOSED RIM MANHOLE
	TRAFFIC SIGNAL VAULT
	LIGHT POLE
	OVERHANGING LIGHT POLE
	STORM DRAIN MANHOLE
	TRAFFIC SIGNAL
	ASPHALT PAVED SURFACE
	CONCRETE PAVED SURFACE

STATE OF ILLINOIS)
COUNTY OF KANE) SS

THIS IS TO CERTIFY THAT NOLAN & WEDOW SURVEY GROUP, HAS SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION, AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT BATAVIA, ILLINOIS THIS 6th DAY OF

JUNE, A.D., 2022

BY: _____

ERIC WEDOW
ILLINOIS LAND SURVEYOR NO. 3180
LICENSE EXPIRES 11-30-2022

ERIC K. WEDOW
035-003180
LICENSED PROFESSIONAL LAND SURVEYOR
BATAVIA, IL
STATE OF ILLINOIS

SCALE: 1" = 20'
0 8 16 24 40 60 80

PREPARED FOR:	NOLAN & WEDOW SURVEY GROUP		
PREMIER DESIGN BUILD	1225 IROQUOIS DRIVE, BATAVIA, IL 60510 ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004605 (630) 578-1028 E-MAIL NOLANNSC@att.net FAX (630) 578-1029		
TOPOGRAPHICAL SURVEY	JOB # 22-146	SURVEYED BY: BW	SCALE: 1"= 20'
301 N MILWAUKEE AVENUE BUFFALO GROVE, IL		DRAFTED BY: BW	FILE# E-22-146

DATE: 6-6-2022

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

AT

301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60068

LEGEND

DESCRIPTION	EXISTING	PROPOSED
SANITARY SEWER		
STORM SEWER		
COMBINED SEWER		
GAS LINE	G	G
GAS	GAS	G
TELEPHONE	T	T
BLUE LINE	W	W
OVER HEAD WIRE	OHW	OHW
CURB		
FENCE		
STORM CATCHBASIN OR MANHOLE, OPEN GRATE		
SANITARY MANHOLE & CB STORM MANHOLE, CLOSED LID		
INLET IS HARD ENDSECTION		
DISAPPOINTMENT		
FIRE HYDRANT & VALVE VAULT		
BACKFLOW CONNECTION & BOX		
WATER METER VAULT	W	W
BARRICADE		
LIGHTS		
UTILITY POLE & GUY ANCHOR		
DRAINAGE ARROWS		
ELEVATIONS	XXX.XX	XXX.XX
TOP OF CURB / FLOW OF PAVEMENT	XXX.XX / XXX.XX	XXX.XX / XXX.XX
TOP OF CURB / TOP OF DEPRESSED CURB / FLOW OF PAVEMENT	XXX.XX / XXX.XX / XXX.XX	XXX.XX / XXX.XX / XXX.XX
OVERLAND OVERFLOW		
SOIL BORING	N/A	B-X
TRAFFIC SIGN		
TRAFFIC FLOW		
PARKING STALL EXHIBIT		
CONCRETE		

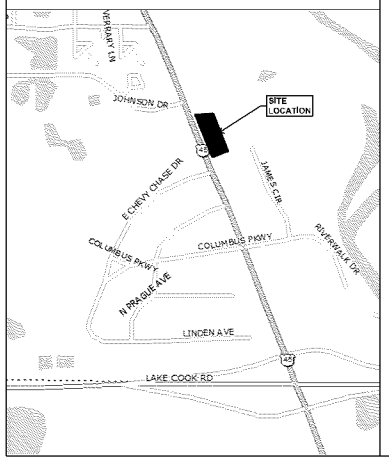
MAIL BOX	MB	MEASURED	(C.M.)
TRAFFIC SIGNAL BOX	TSB	RECTANGULAR	(R.C.)
TRAFFIC SIGNAL	TS	POINT OF COMMENCEMENT	P.O.C.
TELEPHONE BOX	TB	POINT OF BEGINNING	P.O.B.
FOUND IRON PIPE	FIP	ARC	a
SET IRON PIPE	SIP	RADIUS	R
FOUND IRON ROD	FIR	CHORD BEARING	CHBRG
SET IRON ROD	SIR	POINT OF CURVATURE	PC
FOUND CUT CROSS	FCC	POINT OF TANGENCY	PT
SET CUT CROSS	SCC	POINT OF REVERSE CURVATURE	PRC
FOUND PK NAIL	FPN	HYDRAULIC GRADE LINE	HGL
SET PK NAIL	SPN	TOP OF CURB	TC
FOUND CONCRETE MONUMENT	FCM	BACK OF CURB	BOC
SET CONCRETE MONUMENT	SCM	FACE OF CURB	FOC
		EDGE OF PAVEMENT	EOP
		PROPERTY LINE	PL

ALL DIMENSIONS, DESIGNATIONS, AND PROPOSED GRADES ARE REFERENCED TO THE EDGE OF PAVEMENT LINE UNLESS OTHERWISE INDICATED. UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES ARE TO BE CONSTRUCTED

LOCATION MAPS

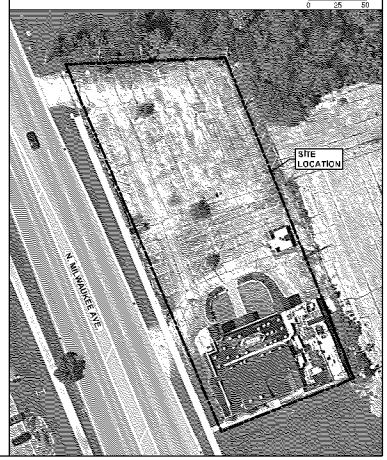
NOT TO SCALE

REGIONAL MAP



AERIAL

SCALE: 1"=50'
0 25 50



INDEX OF SHEETS

No.	SHEET TITLE
C-1	TITLE SHEET
C-2	EXISTING CONDITIONS
C-3	GEOMETRIC PLAN
C-4	GRADING PLAN
C-5	UTILITY PLAN
C-6	CAR QUEUE LINE EXHIBIT
C-7	CAR TURNING EXHIBIT
C-8	FIRE TRUCK TURNING EXHIBIT

PERMIT AGENCIES

AGENCY	APPLICATION #	PERMIT #	DATE ISSUED
VILLAGE OF BUFFALO GROVE			
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY - NOTICE OF INTENT			
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY - WPC			

OPERATES 24 HOURS A DAY 365 DAYS A YEAR

Call Before You Dig

JULIE
ILLINOIS
UNDERGROUND UTILITY NOTIFICATION SYSTEM

CALL JULIE TOLL-FREE 1(800)892-0123 48 HOURS BEFORE YOU DIG

BENCHMARKS:

CUT CROSS ON SIDEWALK
DATUM NAVD88

UTILITIES CONTACTS

THE CONTRACTOR FOR ALL CONTRACTS SHALL NOTIFY:

NAME (description)	PHONE NUMBER	CONTACT PERSON
ComEd (electricity)		
Peoples Energy (natural gas)		
AT&T (telephone)		

PRIOR TO BEGINNING ANY CONSTRUCTION, SAID COMPANIES SHALL ESTABLISH ON THE GROUND, THE LOCATION OF UNDERGROUND PIPES, CONDUITS, OR CABLES ADJOINING OR CROSSING PROPOSED CONSTRUCTION.

SURVEYED BY:

NOLAN & WEDOW SURVEY GROUP
1125 IROQUOIS DRIVE, BATAVIA, IL 60510
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004605
(630) 578-4028 E-MAIL NOLANSNL@aol.com FAX (630) 578-4029

NOT FOR CONSTRUCTION PENDING PERMIT REVIEW

PREPARED FOR:

CAR WASH Pro Designers
Design, Development, Consulting

PREPARED BY:

TERRA
TERRA LTD.COM, LTD.
TERRALTD.COM
600 Busse Highway
Park Ridge, IL 60068
Ph: 847-698-6400

SUBMITTALS AND REVISIONS

No.	DESCRIPTION	DATE
1	VILLAGE REVIEW, SITE MOVED 6' TO WS. 45	04-04-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV. #1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1585

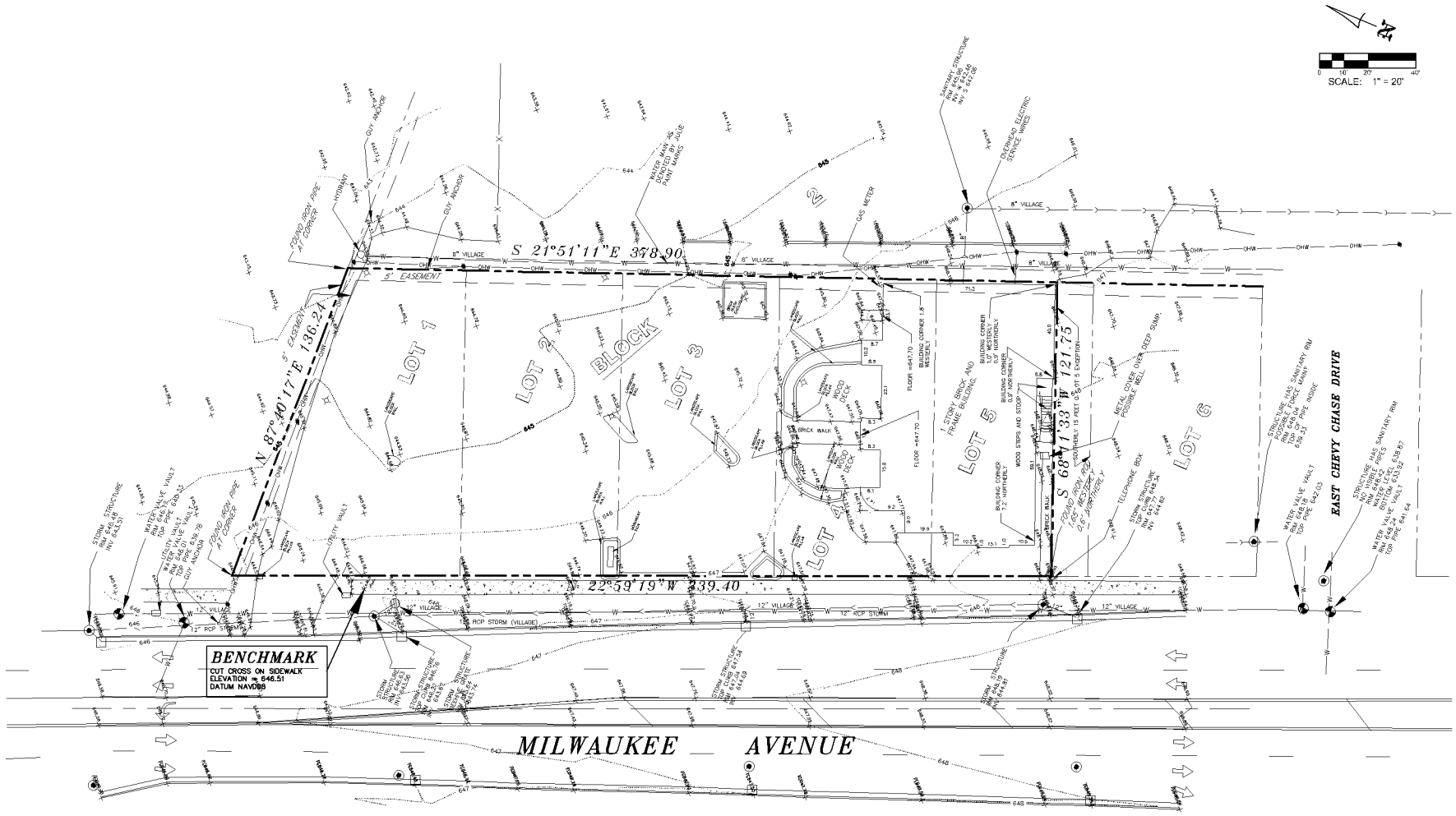
SHEET TITLE

TITLE SHEET

SHEET NUMBER

C-1

Attachment: Exhibit B Plan Set (C-2022-04 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



PREPARED FOR:

CAR WASH Pro Designers
Design, Development, Consulting

PREPARED BY:

TERRA
TERRA LAND GROUP, LTD.
TERRALTD.COM
600 Busse Highway
Park Ridge, IL 60068
Ph: 847.698.6400

SUBMITTALS AND REVISIONS		
No.	DESCRIPTION	DATE
1	VILLAGE REVIEW, SITE MOVED 6' TO VIL. ID	04-04-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV. #1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1585

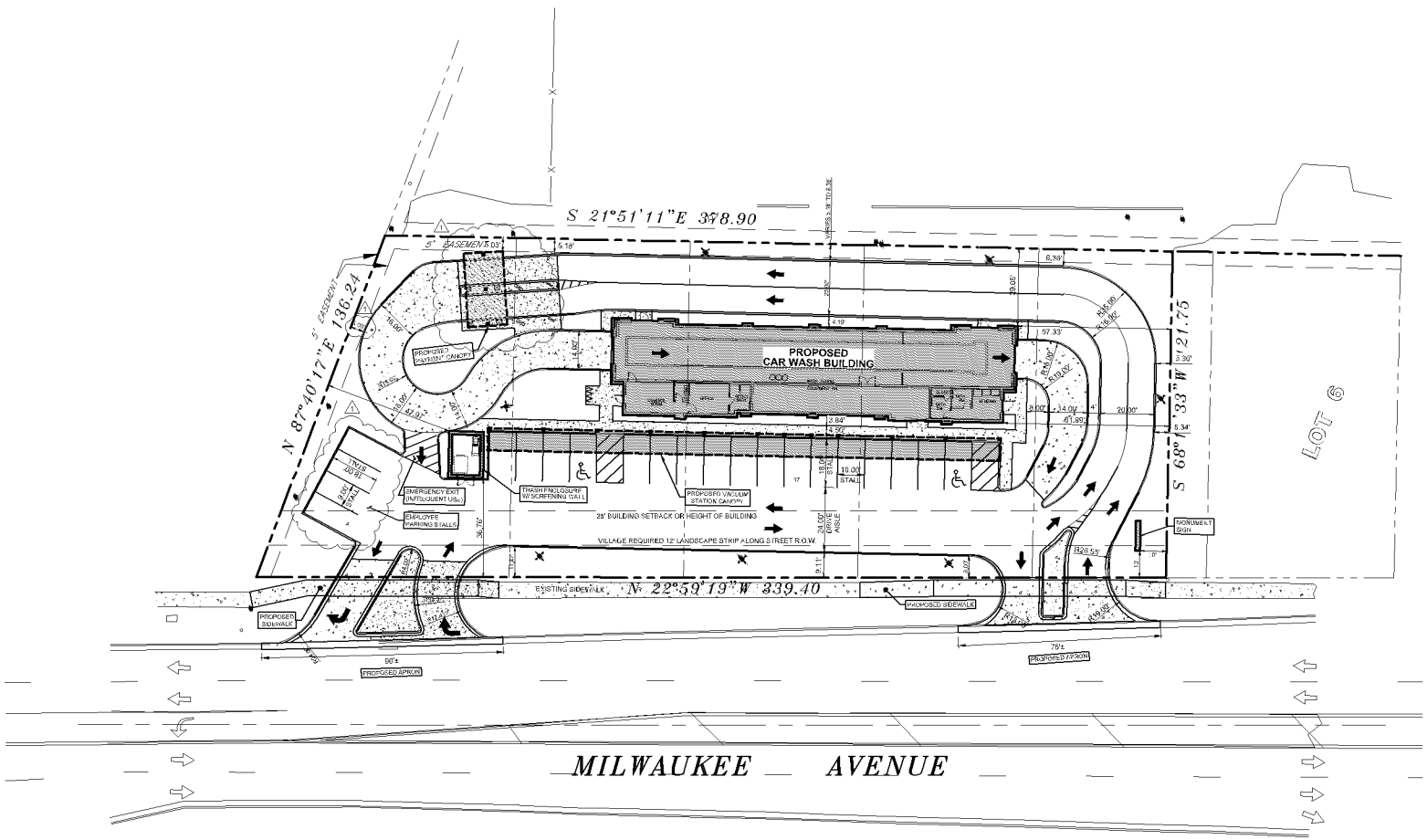
SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

C-2

Attachment: Exhibit B Plan Set (C-2022-04 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



SCALE: 1" = 20'

LOT DATA:

ADDRESS: 301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

PIN: 15-35-301-001-0000,
15-35-301-002-0000,
15-35-301-003-0000,
15-35-301-004-0000,
15-35-301-005-0000

ZONING: B-3 PLANNED BUSINESS CENTER DISTRICT

AREA: ± 0.889 AC

SITE DATA:

TOTAL PROPERTY AREA	= 0.889 AC ±
PERVIOUS AREA	= 0.231 AC (26.0%)
IMPERVIOUS AREA	= 0.658 AC (74.0%)

PARKING SUMMARY:

EMPLOYEE STALLS:	4
ADA / VACUUM STALLS:	2
VACUUM STALLS:	15
TOTAL STALLS:	23
BICYCLE SPACES REQUIRED:	1
BICYCLE SPACES PROPOSED:	1

LEGEND

- PAINTED ACCESSIBILITY SYMBOL
- PROPOSED B-6 CONCRETE BARRIER CURB
- DIRECTIONAL TRAFFIC ARROW
- PROPOSED BITUMINOUS PAVEMENT
- PROPOSED CONCRETE
- PARKING STALLS IN EACH ROW
- PROPOSED SITE LIGHT (REFER TO ARCHITECTURE PLANS)

NOTES:

1. ALL DIMENSIONS ARE FROM FACE OF CURB, EDGE OF PAVEMENT, FACE OF BUILDING OR PERPENDICULAR TO PROPERTY LINE UNLESS OTHERWISE NOTED.
2. STRIPING DIMENSIONS FROM CENTER OF STRIPE.
3. ABBREVIATIONS:
   TYP. = TYPICAL
   BC = BACK OF CURB
   BL = BUILDING FACE/FOUNDATION LINE
   EC = EDGE OF CONCRETE
   FC = FACE OF CURB
   PL = PROPERTY LINE

PREPARED FOR:

CAR WASH Pro Designers
Design. Development. Consulting

PREPARED BY:

TERRA
TERRA LTD. CORP.
TERRALTD.COM
600 Busse Highway
Park Ridge, IL 60068
Ph: 847.698.6480

SUBMITTALS AND REVISIONS		
No.	DESCRIPTION	DATE
1	VILLAGE REVIEW, SITE MOVED 6' TO VIS. 45	04-01-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV. #1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1585

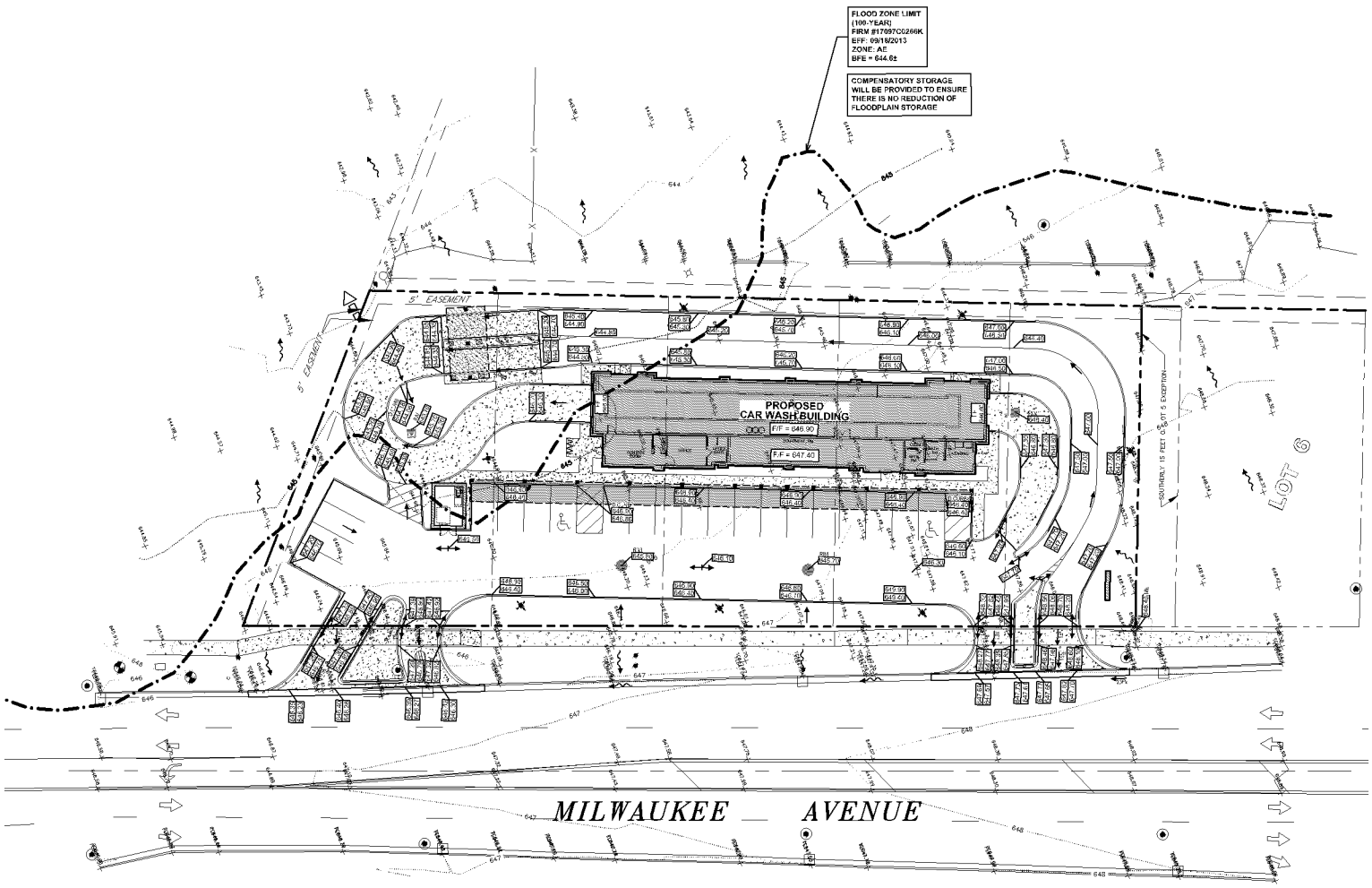
SHEET TITLE

GEOMETRIC PLAN

SHEET NUMBER

C-3

Attachment: Exhibit B Plan Set (C-2022-04 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



SCALE: 1" = 20'

PARKING SUMMARY:

EMPLOYEE STALLS:	4
ADA / VACUUM STALLS:	2
VACUUM STALLS:	15
TOTAL STALLS:	21

PROPOSED IMPROVEMENTS COVERAGE:

TOTAL AREA	= 0.889 AC. ±
IMPERVIOUS AREA	= 0.658 AC. (74.0%)
PERVIOUS AREA	= 0.231 AC. (26.0%)

LOT DATA:

ADDRESS: 301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

PIN: 15-35-301-001-0000,
15-35-301-002-0000,
15-35-301-003-0000,
15-35-301-004-0000,
15-35-301-005-0000

ZONING: B-3 PLANNED BUSINESS CENTER DISTRICT

AREA: ± 0.889 AC

LEGEND

- PROPOSED ELEVATION
- TOP OF CURB ELEVATION / EDGE OF PAVEMENT ELEVATION
- TOP OF CURB ELEVATION / GUTTER ELEVATION / EDGE OF PAVEMENT ELEVATION
- EXISTING ELEVATION
- PROPOSED ELEVATION TO MATCH EXISTING ELEVATION
- PROPOSED ELEVATION TO MATCH UNDETERMINED EX. ELEV.
- EXISTING FLOW DIRECTION
- PROPOSED GROUND DRAINAGE FLOW DIRECTION (SUMMIT, DRAINAGE DIRECTION)
- PROPOSED STORM MANHOLE WITH SOLID LID.
- PROPOSED STORM MANHOLE OR CATCH BASIN WITH OPEN GRATE.
- PROPOSED STORM INLET WITH OPEN GRATE.
- PROPOSED FLARED END SECTION
- OVERFLOW PATHS

PREPARED FOR:

CAR WASH Pro Designers
Design. Development. Consulting

PREPARED BY:

TERRA
TERRA LAND GROUP, LTD.
TERRALTD.COM
600 Busse Highway
Park Ridge, IL 60068
Ph: 847-698-6480

SUBMITTALS AND REVISIONS

No.	DESCRIPTION	DATE
1	VILLAGE REVIEW SITE MOVED 6' TO VIL. ID	04-01-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV. #1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1585

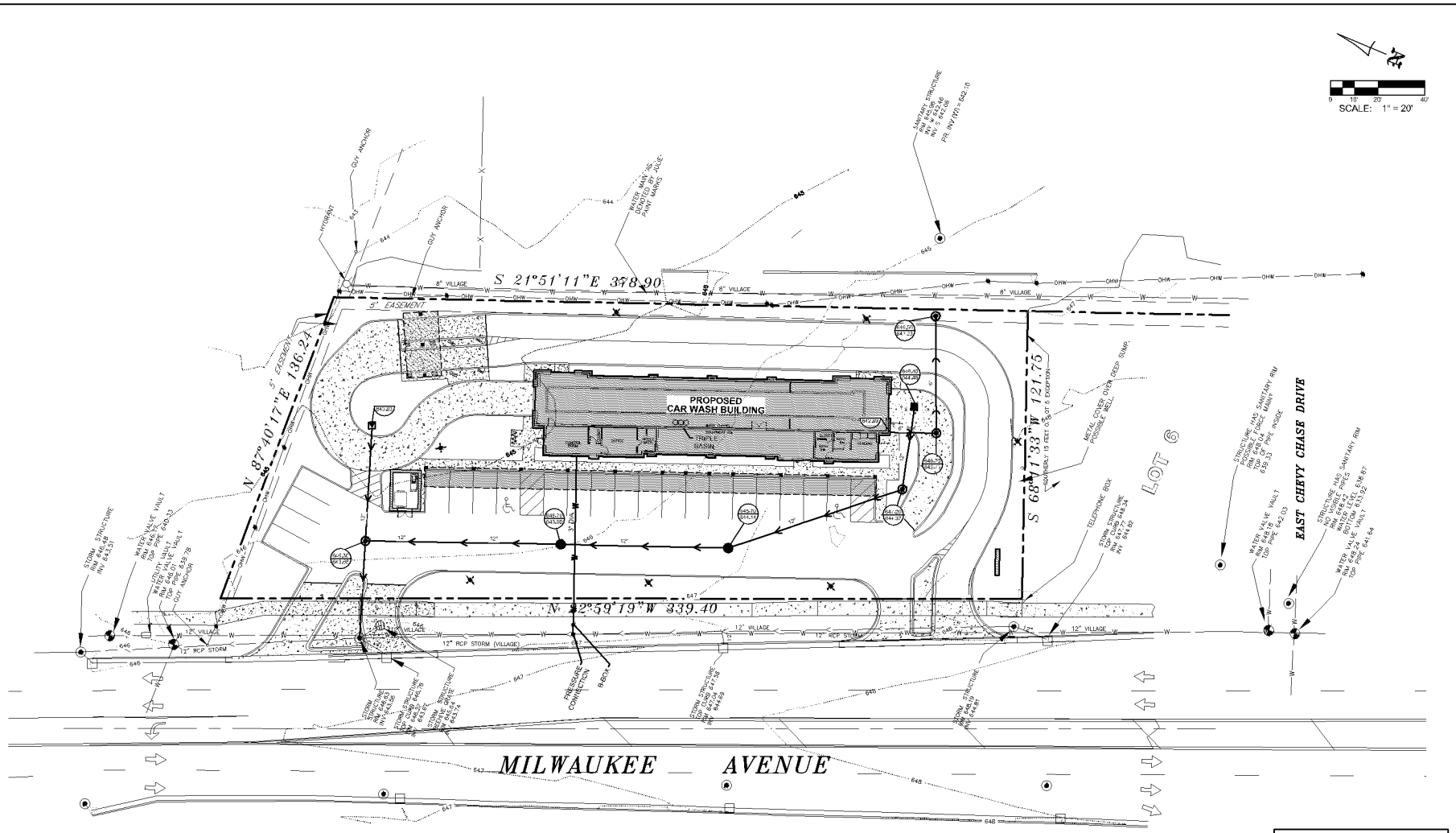
SHEET TITLE

GRADING PLAN

SHEET NUMBER

C-4

Attachment: Exhibit B Plan Set (C-2022-04 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



LEGEND

- PROPOSED STORM SEWER
- PROPOSED UNDERDRAIN
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED STORM INLET STRUCTURE.
- PROPOSED STORM STRUCTURE WITH OPEN GRATE.
- PROPOSED MANHOLE STORM OR SANITARY WITH SOLID LID.
- PROPOSED FLARED END SECTION
- PROPOSED SITE LIGHT (REFER TO ARCHITECTURE PLANS)

PREPARED FOR:

CAR WASH Pro Designers
Design. Development. Consulting

PREPARED BY:

TERRA CONSULTING GROUP, LTD.
TERRALTD.COM
600 Busse Highway
Park Ridge, IL 60068
Ph: 847-698-6480

SUBMITTALS AND REVISIONS

No.	DESCRIPTION	DATE
1	VILLAGE REVIEW SITE MOVED 6' TO WS. 40	04-04-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV.#1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1585

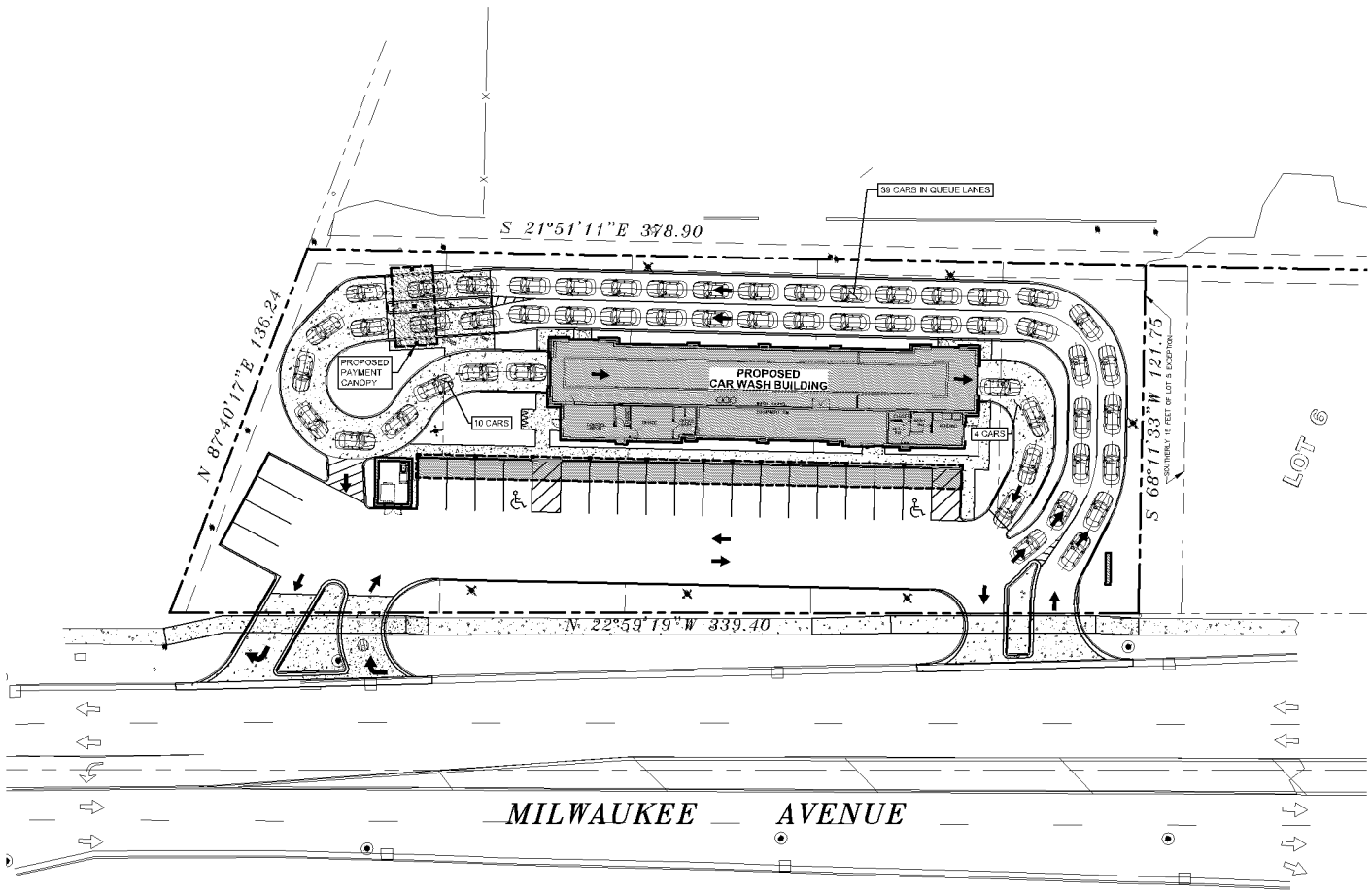
SHEET TITLE

UTILITY PLAN

SHEET NUMBER

C-5

Attachment: Exhibit B Plan Set (C-2022-04 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)

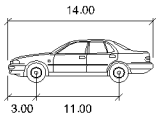


SCALE: 1" = 20'

CAR WASH STACKING SPACE DATA:

PROPOSED: CAR STACKING SPACES IN MAIN LANES BEFORE AND UNDER PAYMENT CANOPY

39 STACKING SPACES



PASSENGER CAR (TYPICAL)

		feet
Width	:	7.00
Track	:	6.00
Lock to Lock Time	:	6.0
Steering Angle	:	31.5

NOTE:
THE SIZE OF THE CAR SHOWN IS AVERAGE SIZED CAR.

PREPARED FOR:

CAR WASH Pro Designers
Design. Development. Consulting

PREPARED BY:

TERRA
CONSULTING GROUP, LTD.
TERRALTD.COM
600 Busse Highway
Park Ridge, IL 60068
Ph: 847.698.6480

SUBMITTALS AND REVISIONS

No.	DESCRIPTION	DATE
1	VILLAGE REVIEW: SITE MOVED 8' TO VIL. ROW	04-01-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV.#1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

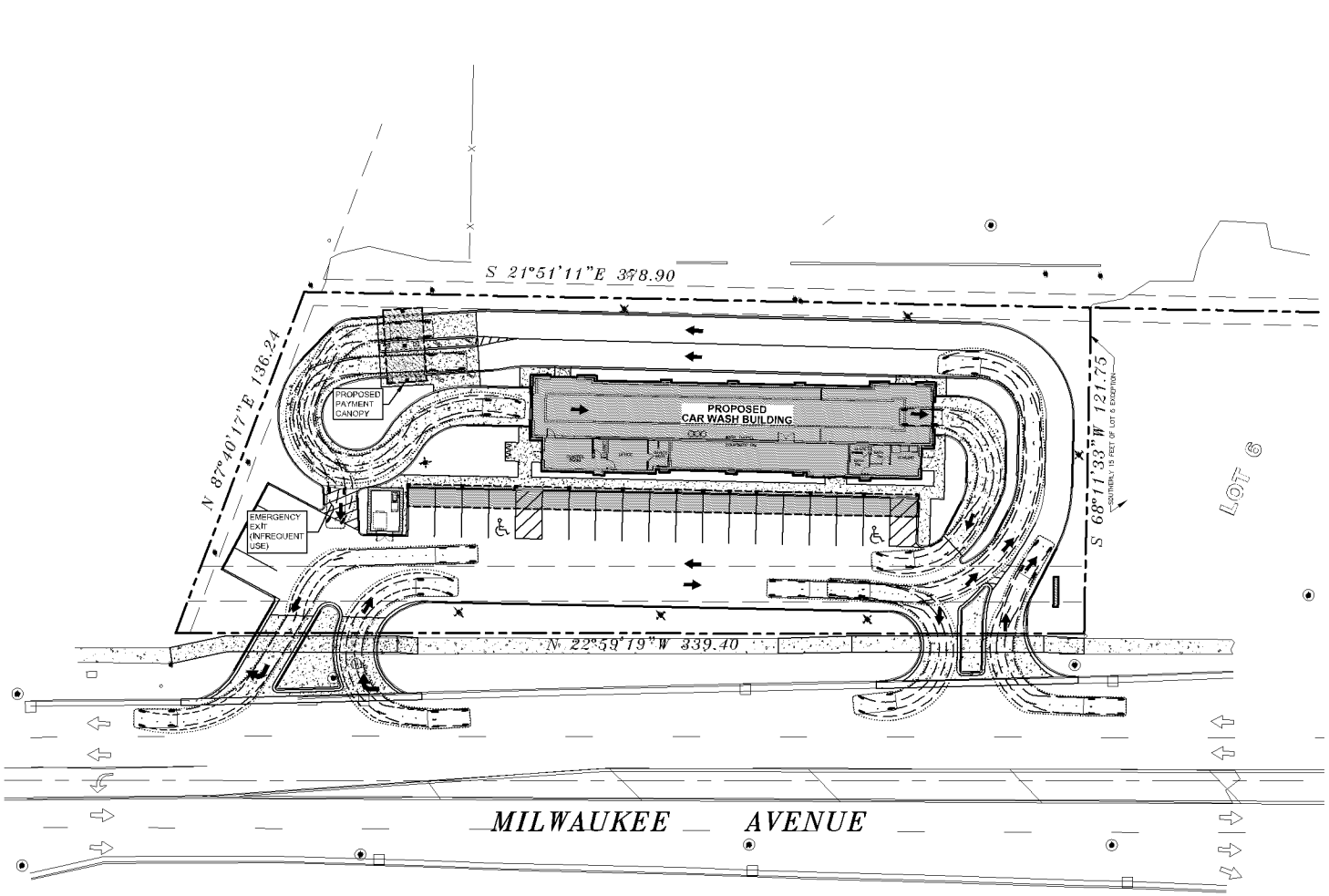
DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1585

SHEET TITLE

CAR QUEUE LINE EXHIBIT

SHEET NUMBER

C-6



SCALE: 1" = 20'

PASSENGER CAR (TYPICAL)

		feet
Width	:	7.00
Track	:	6.00
Lock to Lock Time	:	6.0
Steering Angle	:	31.5

NOTE:
THE SIZE OF THE CAR SHOWN IS AVERAGE LARGER SIZED CAR.

LEGEND

- FRONT WHEEL PATH
- REAR WHEEL PATH
- OVERHANG OF BODY

PREPARED FOR:

CAR WASH Pro Designers
Design. Development. Consulting

PREPARED BY:

TERRA
TERRALTD.COM
TERRA LTD. GROUP, LTD.
600 Busse Highway
Park Ridge, IL 60068
Ph: 847.698.6400

SUBMITTALS AND REVISIONS

No.	DESCRIPTION	DATE
1	VILLAGE REVIEW, SITE MOVED 8' TO VIL. ID	04-01-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV.#1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1585

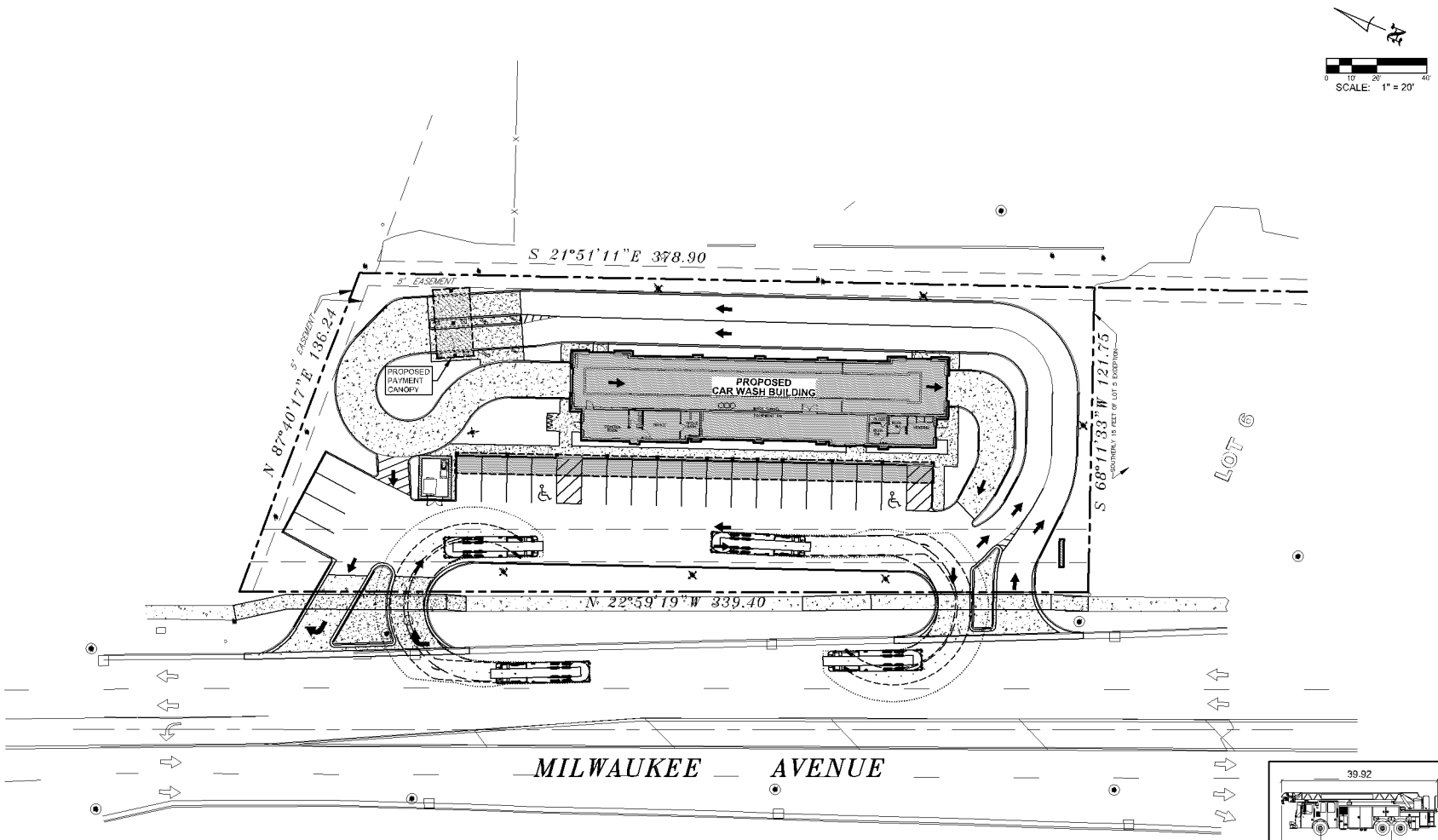
SHEET TITLE

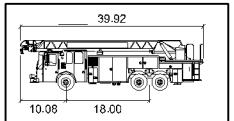
CAR TURNING EXHIBIT

SHEET NUMBER

C-7

Attachment: Exhibit B Plan Set (C-2022-04 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)





SMEAL AERIAL RM 100FT

	feet
Width	: 8.33
Track	: 7.92
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

NOTE:
DIMENSION DATA IS FROM THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND TRUCK MANUFACTURER'S SPECIFICATIONS.

LEGEND

- FRONT WHEEL PATH
- REAR WHEEL PATH
- OVERHANG OF BODY

PREPARED FOR:

CAR WASH Pro Designers
Design. Development. Consulting

PREPARED BY:

TERRA
TERRA LTD. GROUP, LTD.
TERRALTD.COM
600 Busse Highway
Park Ridge, IL 60068
Ph: 847.698.6400

SUBMITTALS AND REVISIONS

No.	DESCRIPTION	DATE
1	VILLAGE REVIEW, SITE MOVED 8' TO VIS. 45	04-04-22
2	ACCESS UPDATE	06-01-22
3	PRELIMINARY ENGINEERING	06-06-22
4	PSZ REV. #1	07-11-22

PRELIMINARY ENGINEERING

FOR

CAR WASH FACILITY

301 N. MILWAUKEE AVE.
BUFFALO GROVE
IL 60089

DESIGNED BY:	M.S.E.
DRAWN BY:	D.M.C.
DATE:	06/14/2021
PROJECT #:	1545

SHEET TITLE

FIRE TRUCK TURNING EXHIBIT

SHEET NUMBER

C-8

Attachment: Exhibit B Plan Set (C-2022-04 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)

ARCHITECT

NERI ARCHITECTS

6400 N. NORTHWEST HWY. SUITE 4
CHICAGO, IL 60631
P. 847.825.9400

LICENSE # 1303070132
EXPIRATION DATE: MARCH 02, 2023

OWNER INFO

Name
address
city,IL zip code
email

CONSULTANTS INFO:

CIVIL ENGINEER
TERRA CONSULTING GROUP, LTD.
603 BUSSE HWY, PARK RIDGE, IL 60068
Phone: 847-696-6400

MEP ENGINEER
GEOSOLAR ENERGY FARM
RENEWABLES DESIGN / BUILD
Phone: (630)936-7733
Email: gvalcour@geosolarenergyfarm.com

STRUCTURAL ENGINEER
Anax Engineering, Inc.
317 W. Colfax St., Suite105
Palatine, IL 60067
Phone: 847-461-6036
Email: vlad@anaxeng.com

EQUIPMENT DESIGNER
NCS WASH SOLUTIONS
Patrick De Prisco
VP System Sales
National Carwash Solutions
d: 602-267.1457 - m: 602-721-7760

PROJECT DATA

SCOPE OF WORK: NEW COMMERCIAL BUILDING

APPLICABLE CODES:
- 2018 INTERNATIONAL BUILDING CODE, AS AMENDED*
- 2018 PROPERTY MAINTENANCE CODE, AS AMENDED*
- 2018 INTERNATIONAL FIRE CODE, AS AMENDED*
- 2018 INTERNATIONAL MECHANICAL CODE, AS AMENDED*
- 2018 INTERNATIONAL FUEL GAS CODE, AS AMENDED*
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE, AS AMENDED BY ILLINOIS*
- 2018 ICC ELECTRICAL CODE ADMINISTRATIVE PROVISIONS, AS AMENDED*
- 2017 NATIONAL ELECTRIC CODE, AS AMENDED*
- 2014 STATE OF ILLINOIS PLUMBING CODE, AS AMENDED*
- 2018 STATE OF ILLINOIS ACCESSIBILITY CODE
- BUFFALO GROVE MUNICIPAL CODE (TITLE 14) - SIGN CODE
- BUFFALO GROVE MUNICIPAL CODE (TITLE 15) - BUILDINGS AND CONSTRUCTION
- BUFFALO GROVE MUNICIPAL CODE (TITLE 17) - ZONING ORDINANCE

CLIMATE ZONE: 5A

EXISTING USE: COMMERCIAL BUILDING

BUILDING DESCRIPTION

USE GROUP: **"B" - COMMERCIAL CARWASH**

OCCUPANCY LOADS: 21 (Breakdown on A2-2)

BULDING AREA: **ONE STORY (30'-0")**

CONSTRUCTION TYPE: **IIIA / Non-Sprinklered**

PROPOSED BUILDING AREA: 4,983 SQ. FT.

PROPOSED IMPROVEMENTS COVERAGE:

TOTAL AREA	= 0.889 AC +/-
PERVIOUS AREA	= 0.231 AC (26.0%)
IMPERVIOUS AREA	= 0.658 AC (74.0%)

ZONING & LOT DATA

ADDRESS: 301 N. MILWAUKEE AVE. BUFFALO GROVE, IL 60089

PIN: 15-35-301-001-0000, 15-35-301-002-0000, 15-35-301-003-0000,
15-35-301-004-0000, 15-35-301-005-0000

ZONING: EXISTING: B-3 - PLANNED BUSINESS CENTER DISTRICT

AREA: ± 0.889 AC

SPECIAL INSPECTIONS SHALL BE PROVIDED FOR THE
FOLLOWING WORK AT TIMES AS SPECIFIED BY THE MUNICIPAL INSPECTOR(S):
Review, Observation, & Compliance

Soils Testing / Steel / Concrete / EFFIS products / Welding Joints

SPECIAL INSPECTIONS SHALL BE PERFORMED BY:
(or a similar company of equal or greater qualifications)
TERRACON
192 EXCHANGE BLVD.
GLENDALE HEIGHTS, IL 60139
(630) 445-0171
(Payment of all Special Inspection Fees are the responsibility of the general contractor and or owner).

PROJECT NOTES CODES, STANDARDS, AND PROCEDURES

1. ALL CONSTRUCTION SHALL COMPLY WITH INTERNATIONAL BUILDING CODES, OSHA, AND ZONING CODES, METROPOLITAN WATER RECLAMATION DISTRICT, VILLAGE OF BUFFALO GROVE, STATE OF ILLINOIS, AND ALL OF THE UNITED STATES OF AMERICA FEDERAL AGENCY REQUIREMENTS.
2. BEFORE DOING ANY CONSTRUCTION, CONTACT LOCAL ELECTRIC COMPANY AND ASK FOR THE "NEW BUSINESS GROUP". REQUEST AN ONSITE MEETING AND COORDINATION OF PROPOSED WORK. BRING ARCHITECTURAL DRAWINGS AND OBTAIN APPROVAL ON CLEARANCES FOR ALL NEW STRUCTURES BEING BUILT AND/ OR ELECTRIC SERVICE BEING MOVED AND/ OR UPGRADED.
3. BEFORE DOING ANY CONSTRUCTION, CONTACT J.U.L.I.E. TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES WHICH MAY AFFECT PROPOSED SITE WORK. 8-1-1 IS THE NATIONWIDE TOLL-FREE NUMBER FOR LOCATION SERVICES. CALL JULIE'S TOLL-FREE NUMBER 1-800-892-0123.
4. ALL CARWASH EQUIPMENT SHALL BE PROVIDED BY **NATIONAL CARWASH SOLUTIONS (NCS)** AND COORDINATED w/ NERI ARCHITECTS' INFORMATION.
5. ALL REFERENCES TO CODES, SPECIFICATIONS, AND STANDARDS, REFERRED TO IN THE SPECIFICATIONS AND / OR DRAWINGS SHALL MEAN THE LATEST EDITION, AMENDMENT OR REVISION OF SUCH REFERENCE IN EFFECT AS OF THE LATEST DATE OF THE CONTRACT DOCUMENTS.
6. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS, POLICIES, AND PROCEDURES OF THE OWNER.
7. DRAWINGS AND SPECIFICATIONS ARE TO BE ISSUED TO THE SUBCONTRACTORS IN COMPLETE SETS SO THAT THE FULL EXTENT OF WORK IS SHOWN AND COORDINATION OF WORK IS MADE POSSIBLE.
8. ALL WORK SHALL BE OF THE HIGHEST QUALITY FOLLOWING THE CONTRACT DOCUMENTS, PROJECT SPECIFICATIONS, MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS, AND THE BEST ACCEPTED TRADE PRACTICES AND STANDARDS.
9. DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPES OF DETAILING REQUIRED FOR THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO THOSE DETAILED.
10. PROVIDE ALL SHOP DRAWINGS, CATALOG CUTS, SAMPLES, ETC. FOR THE NECESSARY WORK REQUIRED AND FOR ARCHITECTS REVIEW PRIOR TO COMMENCEMENT OF THE WORK.
11. EACH CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL WORK WHICH DIFFERS FROM CONTRACT DOCUMENTS SO THAT ACCURATE RECORD DRAWINGS AND SPECIFICATIONS CAN BE KEPT AND PROVIDED TO THE OWNER AT PROJECT CLOSEOUT.
12. EACH CONTRACTOR SHALL VISIT THE SITE AND BE KNOWLEDGEABLE OF CONDITIONS THERE OF. FAILURE TO EXAMINE THE SITE AND DETERMINE EXISTING CONDITIONS OR NATURE OF NEW CONSTRUCTION, OR NATURE AND EXTENT OF WORK TO BE PERFORMED BY OTHER TRADES WILL NOT BE CONSIDERED A BASIS FOR GRANTING OF ADDITIONAL COMPENSATION.
13. THE CONTRACTOR SHALL INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL REQUIREMENTS OF THE PROJECT AND SHALL NOTIFY THE ARCHITECT OF ANY CONDITIONS CONTRARY TO THE CONSTRUCTION DOCUMENTS THAT REQUIRE MODIFICATION BEFORE PROCEEDING WITH THE WORK.
14. THE CONTRACTOR SHALL PROTECT ALL EXISTING SITE ELEMENTS FROM DAMAGE DUE TO THE CONSTRUCTION OPERATIONS, AND REPAIR OR REPLACE ANY ELEMENTS DAMAGED DURING THE PROJECT.
15. ANY UTILITY SHUT-OFFS AS REQUIRED BY THE CONTRACTOR FOR COMPLETION OF THEIR WORK SUCH AS ELECTRICAL, GAS, AND / OR WATER SHOULD BE COORDINATED w/ NERI ARCHITECTS' INFORMATION.

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NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.9400

ANAX ENGINEERING, INC.
A STRUCTURAL ENGINEER
317 W. COLFAX ST. - SUITE 105
PALATINE, IL 60067
PH: 847-461-6036
FAX: 847-461-6037
E-MAIL: INFO@ANAXENG.NET
WWW.ANAXENGINEER.COM

PROJECT #	2222
DATE:	08.01.22

NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA
301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

	08/02/22	ZONING SUBMITTAL
1		REVISIONS

DRAWN BY:	RAM
APPROVED BY:	GCN / MAM
SCALE:	AS NOTED
DESCRIPTION:	COVERSHEET & PROJECT INFO
SHEET NO.	T-1.0

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)

FRAMING NOTES

1. ALL BEAMS, LINTELS OR STRUCTURAL MEMBERS TO BE NO. 2 SOUTHERN PINE (KILN DRIED) w/ "E" - 1,600,000 AND Fb - 1,300 (OR EQUAL).
2. ALL FLOOR JOISTS SHALL BE "1-7/8" TJI-560 BY "TRUS-JOIST" CORP. @ 16" O.C. (UNLESS NOTED OTHERWISE) AND SHALL BE COVERED ON THE UNDERSIDE WITH A MINIMUM 5/8" TYPE X DRYWALL THROUGHOUT. STAIR HEADERS TO BE "1-7/8" DEEP TJI (GIRDER TRUSS) AND TRIMMERS TO BE 2 - 1 3/4" x 1' 7/8" "MICRO-LAM" (UNLESS NOTED OTHERWISE). FURNISH ONE (1) SET OF SEPIA SHOP DRAWINGS TO THE GENERAL CONTRACTOR TWO (2) WEEKS PRIOR TO FABRICATION FOR REVIEW AND COMMENT, AND SHALL BE SIGNED AND SEALED BY A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF ILLINOIS. ANY MATERIALS DELIVERED TO THE JOB SITE WITHOUT APPROVED SHOP DRAWINGS WILL BE REJECTED. ALSO THE TRUSS MANUFACTURER SHALL SUPPLY THE GENERAL CONTRACTOR WITH A COPY OF HIS CERTIFICATE OF INSURANCE. SEE 06130 AND 06195 FOR PRODUCT SPECIFICATIONS AND INFORMATION.
3. ALL WOOD LINTELS OVER DOORS AND WINDOWS SHALL BE 2 - 2 x 2's (UNLESS NOTED OTHERWISE).
4. ALL WOOD PLATES AND SILLS BEARING DIRECTLY ON CONCRETE SHALL BE PRESSURE TREATED FOR ROT AND TERMITES.
5. ALL EXTERIOR CORNERS SHALL BE LET-IN METAL DIAGONAL WIND BRACING BY "SIMPSON" #CWB-126, OR 5/8" CDX PLYWOOD.
6. ROOF: (LIVE LOAD = 20 P.S.F., DEAD LOAD = 10 P.S.F.)
7. FLOOR: (LIVE LOAD = 40 P.S.F., DEAD LOAD = 15 P.S.F.)
8. PARTITIONS: ASSUMED WALL LOAD - 20 lb/LF.
9. SNOW LOAD: 33 P.S.F.
10. ROOF SHEATHING SHALL BE 5/8" FIRE-RESISTANT-TREATED PLYWOOD W/ IDENTIFICATION INDEX NO. 32/16. ALL TYPICAL FLOORS AND WALK ON DECKS SHALL BE 3/4" CDX PLYWOOD INDEX NO. 24/48. ALL TO BE GLUED AND NAILED.
11. 2 x 4 TOP PLATES TO BE DOUBLED BELOW FLOOR TRUSS BEARING.
12. ALL DOUBLE TRUSSES OR "MICRO-LAM" BEAMS BEARING ON FRAME WALLS TO BE CARRIED DOWN TO FOUNDATION ON TRIPLE STUDS GLUED AND SPIKED AS INDICATED.
13. REFLECTED FRAMING SHOWN ON PLAN.
14. EXTERIOR OR LOAD BEARING WALLS WITH PLATES CUT, DRILLED OR NOTCHED MORE THAN 50% OF THE WIDTH OF THE STUD SHALL HAVE A GALVANIZED METAL TIE 16 GAGE AND 1 1/2 INCHES (1 1/2") WIDE FASTENED TO EACH PLATE.
15. EXTERIOR OR LOAD BEARING WALLS WITH STUDS DRILLED WITHIN 5/8" OF THE FACE OF THE STUD SHALL BE REINFORCED WITH A STRUCTURAL STUD SHOE.
16. TYPE 1A-FIRECODE INTUMESCENT ACRYLIC FIRESTOP SEALANT- TO BE USED AS FIRESTOP AND DRAFTSTOP AT ALL REQUIRED LOCATIONS AS DESCRIBED IN IRC R602.8
17. CUTS, NOTCHES AND HOLES BORED IN TRUSSES, LAMINATED VENEER LUMBER, GLUE-LAMINATED MEMBERS OR I-JOISTS ARE NOT PERMITTED UNLESS THE EFFECTS OF SUCH ARE SPECIFICALLY ADDRESSED. (SECTION: R502.8.2)
18. MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR "HE PRE-ENGINEERED TJI FLOOR JOISTS SHALL BE ON THE JOBSITE AT THE TIME OF INSPECTIONS.

INSTALLATION GENERAL NOTES

1. PROVIDE EXPANSIONS AND/OR CONTROL JOINTS IN ACCORDANCE WITH SPECIFIED OR DRAWN REQUIREMENTS IN THE ABSENCE OF SPECIFIED OR DRAWN REQUIREMENTS. PROVIDE JOINTS IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS. LOCATIONS SHALL BE REVIEWED AND ACCEPTED BY THE ARCHITECT PRIOR TO INSTALLATION.
2. ALL JOINTS OF ANY ELEMENT OF CONSTRUCTION WHICH IS REQUIRED TO HAVE A FIRE RESISTIVE RATING SHALL BE INSTALLED PER MANUFACTURER'S TESTED ASSEMBLIES AND SHALL PREVENT PASSAGE OF SMOKE AND FLAME.
3. ALL WOOD BLOCKING AND FRAMING USED IN WALL, FLOOR, AND CEILING CONSTRUCTION SHALL BE FIRE RETARDANT TREATED.
4. ALL OPENINGS IN FIRE-RATED FLOORS AND FIRE-RATED WALLS INCLUDING SPACES BETWEEN DUCTS, PIPES, CONDUIT, ETC. SHALL BE CLOSED OFF BY APPROVED FIRE SAFING MATERIAL TO MAINTAIN FIRE RATING CONTINUITY OF RATED FLOOR AND WALL CONSTRUCTION. ALL OPENINGS AND PENETRATIONS SHALL BE SEALED TO PREVENT PASSAGE OF SMOKE AND FLAMES IN FIRE-RATED ASSEMBLIES.
5. OMIT MANUFACTURER'S NAMES, LABELS AND DESIGNATION FORM EXPOSED FACES ON ALL ACCESSORIES, GLAZING, FIXTURES, ETC. EXCEPT WHERE REQUIRED TO REMAIN PER CODE REQUIREMENTS.
6. UNLESS NOTED OTHERWISE, ALL FASTENERS AND FASTENING DEVICES ARE TO BE CONCEALED AT ALL EXTERIOR AREAS AND IN ALL INTERIOR FINISHED SPACES.
7. ALL EXTERIOR FERROUS METAL WORK USED ON EXTERIOR OR IN OTHER NONCONDITIONED SPACES SHALL BE HOT-DIPPED GALVANIZED AND PAINTED, U.N.O.
8. ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER IN ORDER TO AVOID GALVANIC ACTION.

DIMENSIONS

1. DO NOT SCALE THE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE. WHERE A DISCREPANCY MAY EXIST BETWEEN DRAWINGS AND SPECIFICATIONS, THE MORE RESTRICTIVE OR EXPENSIVE REQUIREMENTS SHALL GOVERN.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON SITE, AND SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES, OMISSIONS AND/OR CONFLICTS BEFORE PROCEEDING WITH THE WORK.
3. ALL PARTITIONS ARE DIMENSIONED TO THE FACE, UNLESS NOTED OTHERWISE. WHERE SPECIFIC DIMENSIONS, DETAILS AND/OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY THE ARCHITECT IN WRITING BEFORE PROCEEDING WITH ANY WORK IN QUESTION.
4. DOOR OPENINGS THAT ARE NOT DIMENSIONALLY LOCATED ARE TO BE CENTERED BETWEEN WALLS OR POSITIONED WITH ONE JAMB CASING TRIM AGAINST

MASONRY NOTES

1. STONE AND BRICK SHALL BE AS APPROVED BY THE OWNER. ALLOW $380/M FOR BRICK ONLY.
2. CONCRETE MASONRY UNITS (CMU) SHALL BE AS INDICATED ON THE PROJECT DRAWINGS.
3. ANCHORS AND TIES SHALL BE ZINC-COATED STEEL AND SHALL MEET "ASTM" A-525, CLASS G-60.
4. JOINT REINFORCING SHALL BE PREFABRICATED TRUSS-TYPE, SIMILAR TO "DUR-O-WALL" AND SHALL MEET "ASTM" A-153, CLASS B-2.
5. MORTAR SHALL CONSIST OF PORTLAND CEMENT, HYDRATED LIME AND SAND IN A PROPORTION OF 1:1:6 IN ACCORDANCE WITH "ASTM" C-270 FOR TYPE "N" MORTAR.
6. LIMESTONE SILLS AND CAPS WHERE REQUIRED SHALL BE "INDIANA" LIMESTONE, BUFF COLOR, VARIEGATED STONE SHALL NOT BE PERMITTED.
7. EXPANSION AND CONTROL JOINT FILLERS SHALL BE PRE-FORMED RUBBER. THE EXTENT AND LOCATION SHALL BE AS INDICATED ON THE PLANS.
8. FLASHING @ ALL MASONRY LINTEL OPENINGS AND WEEP HOLES SHALL BE OF THE TYPE AS INDICATED ON THE PROJECT DRAWINGS. WEEPS SHALL BE WICK TYPE, INSTALLED IN EXTERIOR WALLS AT TWENTY FOUR (24) INCH CENTERS (MAX) SPACING.
9. PROTECT ALL MASONRY MATERIAL AGAINST MOISTURE. DO NOT USE REINFORCING OR TIES HAVING LOOSE RUST OR OTHER COATING WHICH AFFECT BONDING.
10. LAY UP WALLS PLUMB AND TRUE WITH COURSES LEVEL, ACCURATELY SPACED AND COORDINATED WITH OTHER WORK. ALL BOND SHALL MATCH EXISTING UNLESS INDICATED OTHERWISE. ALL HORIZONTAL JOINTS SHALL BE LEVEL AND ALL VERTICAL JOINTS SHALL BE PLUMB, WITH A TOLERANCE OF PLUS OR MINUS ONE QUARTER (1/4) INCH FOR THE HEIGHT (TOP AND BOTTOM) OF THE WALL.
11. BRICK WORK SHALL BE REINFORCED WITH CORROSION RESISTANT TIES, SPACED AT SIXTEEN (16) INCHES VERTICAL CENTERS AND THIRTY TWO (32) INCHES HORIZONTAL CENTERS.
12. EXPOSED JOINTS SHALL BE TOOLED AND BRUSHED.
13. CLEAN ALL MASONRY WORK INCLUDED IN THIS SECTION. PROTECT ADJOINING WORK FROM DAMAGE FROM ALL CLEANING OPERATIONS.
14. GROUT ALL VOIDS AT JAMBS, HEADERS, FOUNDATIONS AND SILLS. POINT JOINTS AS NECESSARY INCLUDING POCKETS AND VOIDS.
15. PROTECT ALL WORK FROM FREEZING.
16. SET STEEL LINTELS AND MISC. STEEL IN MASONRY AS INDICATED ON PLANS. PROVIDE 4" MIN. BEARING @ EACH END OF BEARING.

COORDINATION NOTES

1. REFER TO THE SPECIFICATIONS AND CIVIL, LANDSCAPING, ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION, AND ADDITIONAL CONSULTANT'S DRAWINGS FOR FULL COORDINATION OF WORK.
2. REFER TO SITE SURVEY FOR SITE INFORMATION. SITE SURVEY IS INCLUDED WITH THE DOCUMENTS FOR "INFORMATION ONLY". AND CONTRACTOR SHALL VERIFY ALL INFORMATION SHOWN.
3. THE GENERAL CONTRACTOR SHALL COORDINATE ADDITIONAL SUPPORT OR CONCEALED BLOCKING FOR INSTALLATION OF HANDRAILS, MILLWORK, WINDOW TREATMENTS, WALL PANELS, GRAB BARS, AND ALL OTHER SURFACE MOUNTED COMPONENTS.
4. THE CONTRACTOR SHALL COORDINATE AND VERIFY THE EXACT SIZE AND LOCATION OF ALL FLOOR PENETRATIONS AND OPENINGS IN WALLS AND CEILING WITH EACH OF THE RESPECTIVE MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS. ALL PARTITIONS SHALL BE ADEQUATELY BRACED AND OPENINGS REINFORCED. SUBMIT COORDINATED DRAWING OF ALL PENETRATIONS FOR REVIEW.
5. GENERAL CONTRACTOR TO COORDINATE ALL LIGHTING FIXTURES, ELECTRICAL DEVICES, AND SPRINKLER LOCATIONS WITH DIFFUSER AND DUCTWORK LAYOUT, AND SHALL IDENTIFY ALL POTENTIAL CONFLICTS INVOLVING ELEMENTS WITHIN THE CEILING CAVITY. ANY VARIATIONS OR CONFLICTS WITH LAYOUT OR CEILING HEIGHT SHOWN SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO INSTALLATION.
6. THE LOCATION OF MEPFP EQUIPMENT AND DEVICES SUCH AS V.A.V. BOXES, PIPING VALVES, ETC. SHALL BE COORDINATED BY THE CONTRACTOR TO CORRESPOND TO ACCESS PANEL LOCATIONS SHOWN ON CONTRACTOR'S COORDINATION PLANS, AND IN SUCH A MANNER AS TO ALLOW READY ACCESS TO EQUIPMENT CONTROLS AND COMPONENTS WHICH REQUIRE ROUTINE SERVICING. SUBMIT ACCESS PANEL LOCATION DRAWINGS FOR REVIEW.
7. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN ADVANCE OF ANY MEPFP DEVICES REQUIRED AS PART OF THE SPECIFIED SYSTEM WHICH ARE TO BE MOUNTED IN FINISHED SPACES AND ARE NOT LOCATED ON THE ARCHITECTURAL DRAWINGS. THE ARCHITECT WILL DETERMINE THE MOUNTING LOCATION, HEIGHT, AND DETAIL FOR ATTACHMENT.
8. ALL CONDUIT, PIPING, DUCTWORK, AND MECHANICAL SYSTEMS SHALL BE INSTALLED WITHIN OR TIGHT TO THE UNDERSIDE OF STRUCTURE WHERE FEASIBLE.
9. REFER TO MEPFP DRAWINGS FOR EXTENT OF CONCRETE EQUIPMENT PADS. THE CONTRACTOR SHALL COORDINATE THE SIZE AND LOCATION OF THE CONCRETE PADS WITH THE EQUIPMENT INSTALLER.

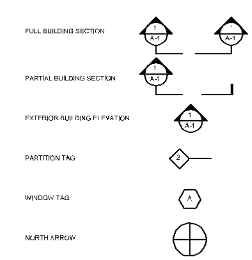
GENERAL CONCRETE NOTES

1. WHERE AND WHEN CALLED FOR ALL CLEAN GRANULAR FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95% OF "ASTM" D-1557-70 (MINIMUM PROCTOR DENSITY).
2. EXCAVATIONS DEEPER THAN THE ELEVATION OF FOOTING MUST BE CLEARED THROUGH THE ENGINEERING OFFICE.
3. WALL FOOTINGS TO HAVE 6" PROTECTIONS FROM EACH FACE OF WALL AND BE 1'-0" DEEP (UNLESS NOTED OTHERWISE).
4. CONTRACTOR SHALL PROTECT FOUNDATION AGAINST LATERAL DISPLACEMENT, HEAT OR FREEZING CONDITIONS.
5. PROVIDE 2-#5 BARS (TOP AND BOTTOM) CONTINUOUS IN CONCRETE WALL (UNLESS NOTED OTHERWISE). LAP AND TIE BARS 3'-0" AT SPLICES AND PROVIDE 4'-0" LONG CORNER BARS (UNLESS NOTED OTHERWISE).
6. ALL REINFORCED CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" AS PUBLISHED BY "THE AMERICAN CONCRETE INSTITUTE" (A.C.I. STANDARD 318-83).
7. ALL CONCRETE TO HAVE A MINIMUM ULTIMATE STRENGTH OF 3000 P.S.I. AT THE END OF 28 DAYS (UNLESS NOTED OTHERWISE).
8. ALL REINFORCING STEEL SHALL CONFORM TO "ASTM" A-615, GRADE 60 SPEC. FOR NEW BILLET STEEL.
9. ALL WELDED WIRE MESH SHALL BE LAPPED (2) TWO FULL MESH PANELS AND TIED SECURELY. WELDED WIRE MESH SHALL CONFORM TO "ASTM" A-185 SPEC.
10. CONCRETE COVER SHALL BE 1" TOP AND BOTTOM FOR SLABS; 1-1/2" FOR BEAMS, COLUMNS AND WALLS; 3" FOR FOOTINGS, MATS AND GRADE BEAMS.
11. ALL CONSTRUCTION JOINTS SHALL BE THOROUGHLY CLEANED OF LAITANCE WITH A WIRE BRUSH AND WATER IMMEDIATELY PRIOR TO POURING OF SUBSEQUENT OR NEW CONCRETE.
12. POUR ALL SLABS-ON-GRADE IN CHECKERBOARD FASHION BETWEEN CONSTRUCTION JOINTS IN AREAS NOT TO EXCEED 600 SQ. FT. WITH A MINIMUM OF 24 HOURS BETWEEN ADJACENT POURS.
13. NO CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE OR MORTAR.
14. ALL STRUCTURAL STEEL SHALL CONFORM TO "ASTM" A-36 SPEC. (UNLESS NOTED OTHERWISE).
15. SPADE OR VIBRATE CONCRETE FOUNDATIONS AS NECESSARY TO AVOID HONEYCOMBING.
16. INSTALL ALL THRU-WALL SLEEVES OR CHASES AS REQUIRED BY THE ELEC. PLUMBING/ OR HVAC CONTRACTOR, LOCATE AS DIRECTED.
17. CONCRETE CONTRACTOR TO SUBMIT ALTERNATIVE PRICE FOR REPLACING DAMAGED SECTIONS OF PUBLIC SIDEWALK

NOTE
CONCRETE CONTRACTOR SHALL COORDINATE ALL CHASES AND SLEEVES IN FOUNDATION WALLS WITH PLUMBING AND HEATING CONTRACTORS.

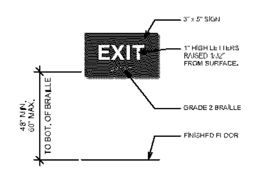
PLUMBING CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL SLEEVES AND CHASES NECESSARY TO INSTALL A COMPLETE SYSTEM AS REQUIRED PER THE PROJECT DRAWINGS. THE PLUMBING CONTRACTOR SHALL COORDINATE ANY CHANGES OR ADDITIONAL INFORMATION WITH THE CONCRETE AND GENERAL CONTRACTORS PRIOR TO ANY POURING OF FOOTINGS AND FOUNDATIONS. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR SEALING OFF AND MAKING WATERTIGHT ALL PENETRATIONS MADE BELOW GRADE.

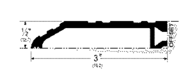
SYMBOLS LIST



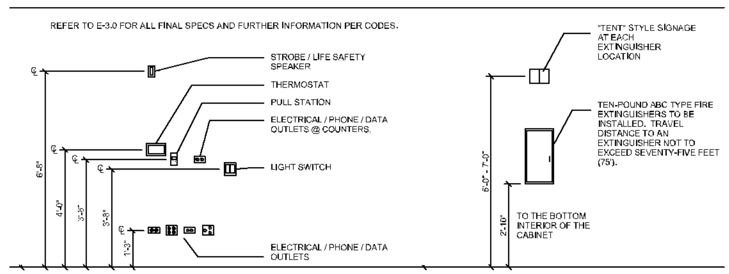
GENERAL NOTES

1. INCLUDED AS PART OF THESE DOCUMENTS IS THE "GENERAL CONDITIONS FOR CONSTRUCTION", AIA DOCUMENT A-201. ARTICLE 1 THROUGH 14 INCLUSIVE.
2. THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE ARCHITECTURAL DESIGN CONCEPT, DIMENSIONS, MAJOR ELEMENTS AND MATERIALS. THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR THE FULL COMPLETION OF THE PROJECT
3. THE GENERAL CONTRACTOR AND HIS SUBCONTRACTORS SHALL FURNISH ALL OF THOSE ITEMS AND LABOR REQUIRED FOR THE FULL COMPLETION OF THIS PROJECT IN A FIRST CLASS WORKMANSHIP LIKE MANNER.
4. ALL INTERIOR BEARING WALLS AND SHAFTS SHALL BE (1) ONE HOUR RATED CONSTRUCTION USING 5/8" TYPE-X U.L. RATED DRY WALL (BOTH SIDES) (UNLESS NOTED OTHERWISE).
5. THIS CONTRACTOR SHALL INSTALL SMOKE DETECTORS PER CODE
6. INTERIOR FINISHES SHALL NOT EXCEED CLASS 1, 0-25 FLAME SPREAD, 200 SMOKE.
7. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS AND CONDITIONS BEFORE EXECUTION OF ANY WORK AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT IN WRITING.
8. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE ADHERENCE TO COMPLY WITH ALL APPLICABLE CITY, STATE, AND NATIONAL CODES AND ORDINANCES.
9. THE CONTRACTOR SHALL VERIFY ALL PARTITION LAYOUTS WITH THE ARCHITECT BEFORE PROCEEDING WITH ANY FRAMING.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL INCOMING UTILITIES.
11. WRITTEN DIMENSIONS HOLD PREFERENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS.
12. THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL:
    - A COMPLY WITH ALL LOCAL, STATE AND NATIONAL CODES AND ORDINANCES.
    - B PERFORM ALL WORK IN A FIRST CLASS WORKMANSHIP LIKE MANNER AND IN NO WAY DAMAGE OR WEAKEN THE STRUCTURAL STRENGTH OF THE BUILDING.
    - C REMAIN RESPONSIBLE FOR COMPLIANCE WITH THE PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT. (OSHA) LATEST ADDITION.
    - D ALL WORK SHALL BE GUARANTEED FOR ONE YEAR AFTER SUBMITTAL OF COMPLETION OF WORK.
    - E MAINTAIN THROUGHOUT THE CONSTRUCTION PERIOD, A CERTIFICATE OF INSURANCE FOR ALL LIABILITIES, WITH A HOLD HARMLESS CLAUSE, PROTECTING THE OWNER AND ARCHITECT.
13. THE GENERAL CONTRACTOR'S SUBCONTRACTORS SHALL COMPLETELY HOOKUP AND CONNECT ALL EQUIPMENT AND FURNISH ALL NECESSARY APPENDAGES.
14. ALL WINDOW GLASS, MIRRORS, FLOORS AND WALL TILE SHALL BE CLEANED AND WASHED UPON COMPLETION OF THE PROJECT BY THE GENERAL CONTRACTOR.
15. THE PREMISES SHALL BE KEPT IN A BROOM SWEPT FINISH CONDITION DURING ALL PHASES OF THE CONSTRUCTION. (ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR CLEANING UP AND DISPOSING OF THEIR LITTER AND LEFT OVER MATERIALS ON A REGULAR BASIS AND LEAVE THE PROJECT IN A BROOM SWEPT FINISH CONDITION UPON COMPLETION OF THEIR PORTION OF THIS PROJECT).
16. THE ENTIRE INSTALLATION SHALL BE PERFORMED IN FIRST CLASS WORKMANSHIP LIKE MANNER. THE COMPLETED SYSTEMS SHALL BE FULLY OPERATIONAL. ACCEPTANCE BY THE OWNER SHALL BE A CONDITION OF THE CONTRACT.
17. ALL WORK SHALL BE COORDINATED WITH ALL OTHER TRADES IN ORDER TO AVOID INTERFERENCE, PRESERVE MAXIMUM HEAD ROOM AND AVOID OMISSIONS.
18. RECESSED FIXTURES IN INSULATED CEILINGS MUST BE INSTALLED PER CODES..
19. ALL WORK PERFORMED MUST COMPLY WITH LOCAL MUNICIPALITY CODE REQUIREMENTS.
20. THE EXCAVATOR SHALL REMOVE ALL EXCESS MATERIAL DOWN TO 6" (SIX INCHES) BELOW FINISH GRADE, INCLUDING PARKWAYS.
21. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ONE (1) 4 x 4 WOOD POST WITH A TEMPORARY METER HEAD AND TWO (2) 110 V. AND ONE (1) 220 V. OUTLET TO BE USED BY ALL OTHER TRADES DURING THE COURSE OF CONSTRUCTION OR UNTIL EACH UNIT IS ELECTRIFIED AND SHALL BE BILLED TO THE GENERAL CONTRACTOR.
22. THE GENERAL CONTRACTOR TO PROVIDE TEMPORARY FENCING AND BARRICADES AROUND THE ENTIRE SITE TO BE PROTECTED AND AT ANY INTERIOR FLOOR OPENINGS THAT MIGHT CAUSE A HAZARD TO ALL.
23. APPROVED PLANS SHALL BE ON SITE FOR ALL INSPECTIONS
24. ALL CONTRACTORS AND THEIR REPRESENTATIVES WORKING ON THIS PROJECT SHALL AT ALL TIMES PRIOR AND DURING THE COURSE OF THEIR ACTIVITY BE RESPONSIBLE FOR THE SAFETY OF THEIR EMPLOYEES, AS WELL AS OTHERS AND IN THE CARE OF THE PROPERTY. EACH AS REPRESENTATIVES OF THEIR EMPLOYEES SHALL ASCERTAIN THAT THE CONDITIONS UNDER WHICH THEY WILL BE REQUIRED TO ACCOMPLISH THEIR WORK ARE SAFE WITHIN GOOD SAFETY PRACTICES AND MEET ALL CONCERNED REGULATIONS OF THE OCCUPATIONAL SAFETY AND HAZARD ACT OR OTHER GOVERNING REGULATIONS. THE BEGINNING OF WORK BY A CONTRACTOR SHALL INDICATE SATISFACTION CONCERNING SAFETY AND FULL RESPONSIBILITY FOR ACCIDENTS OR DAMAGE. IF UNSATISFIED, THE CONTRACTOR SHALL INDICATE WHAT SO EVER ACTION OR DEVICES NECESSARY TO RENDER SAFETY CONDITIONS FOR LIFE AND PROPERTY AS ARE RELATED TO HIS ACTIVITY. IF THE WORK OF OTHER PARTIES OUTSIDE OF THEIR ORGANIZATION IS UPON INSPECTION FOUND AT ANY TIME TO BE UNSAFE, HE SHALL STOP WORK IMMEDIATELY AND NOTIFY THE GENERAL CONTRACTOR, ARCHITECT AND OWNER. THE BEGINNING OF WORK SHALL INDICATE SATISFACTION. ACCEPTANCE OF A CONTRACT SHALL INDICATE ACCEPTANCE OF THESE REQUIREMENTS.
25. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR CONSTRUCTION OTHER THAN SHOWN ON THESE DRAWINGS.
26. THIS SET OF PLANS IS PROTECTED UNDER UNITED STATES GOVERNMENT COPYRIGHT LAWS AND MAY NOT BE REPRODUCED. REPRINTED OR COPIED IN ANY MANNER, EXCEPT BY APPROVAL OF ARCHITECT IN WRITING. ANY PERSON OR FIRM KNOWINGLY REPRODUCING, REPRINTING, OR PHOTOCOPYING ANY OF THIS WORK WILL BE SUBJECT TO LAWSUITS AND SUCH PENALTIES AS THE LAW ALLOWS.
27. THESE DRAWINGS WERE PREPARED UNDER MY DIRECTION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE IN ACCORDANCE WITH ALL REQUIRED CODES.

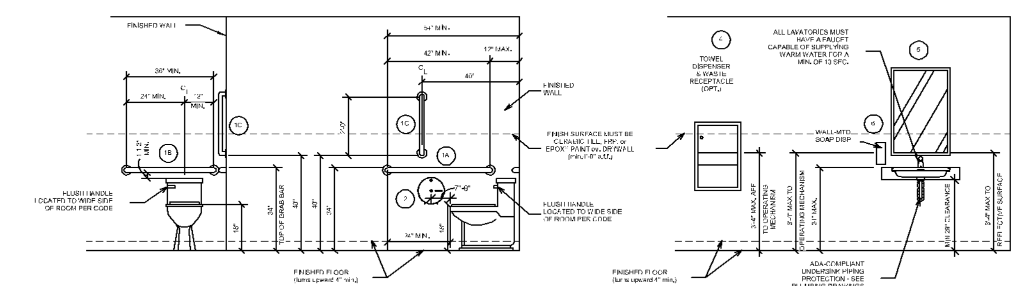




ADA THRESHOLD (Typical)



DEVICE LOCATION



PLUMBING FIXTURE HEIGHTS1

NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA
301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

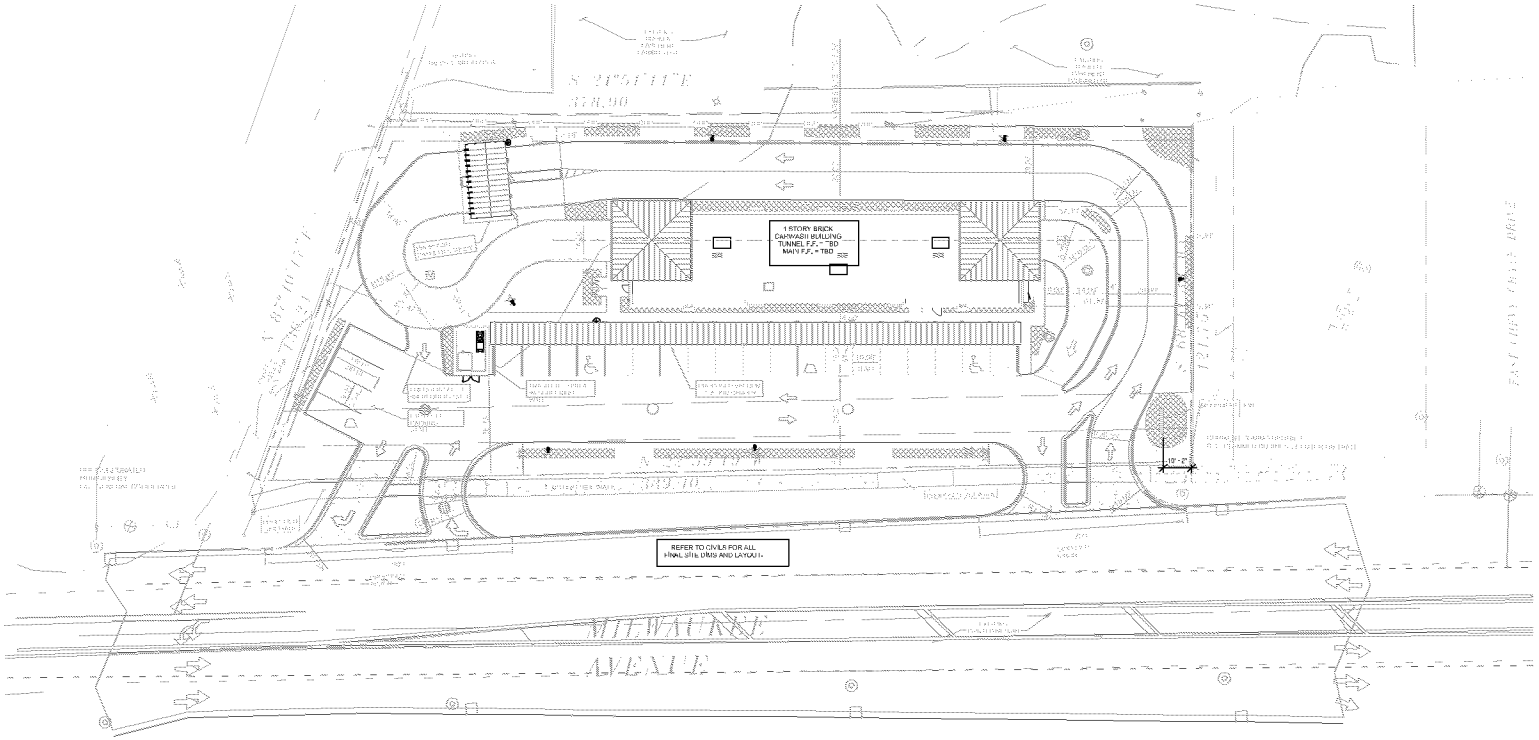
1	06/21/22	ZONING SUBMITTAL
		REVISIONS
DRAWN BY:	RAM	
APPROVED BY:	GCN / MAM	
SCALE:	AS NOTED	
DESCRIPTION:	GENERAL NOTES	
SHEET NO.	G-1.1	

ANAX ENGINEERING, INC.

PROJECT #	2222
DATE:	03.01.22

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



Site Plan
SCALE: 1/8" = 1'-0"

N

NERI ARCHITECTS
6400 N. NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.8400

ANAX ENGINEERING, INC.
A STRUCTURAL STRUCTURE
9125 N. NORTHWEST HWY., SUITE
[illegible]
PH: [illegible]
FAX: [illegible]
E-MAIL: INFO@ANAXENGINEER.COM
WWW.ANAXENGINEER.COM

PROJECT #	2222
DATE:	08.01.22

NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA

301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

08/02/22	ZONING SUBMITTAL
	REVISIONS
DRAWN BY:	RAM
APPROVED BY:	GCN / MAM
SCALE:	AS NOTED
DESCRIPTION:	SITE PLAN
SHEET NO.	G-1.2

Attachment: Exhibit B Plan Set (O-2022-44 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)

GENERAL NOTES

1. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT /OWNER IMMEDIATELY OF ANY DISCREPANCIES, OBSTACLES AND/OR PROBLEMS.
2. VERIFICATION OF DIMENSIONS AND GRADES, BOTH EXISTING AND PROPOSED, SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES.
3. ALL SURFACE DRAINAGE SHALL BE DIRECTED AWAY FROM STRUCTURES. SURFACE DRAINAGE SHALL BE DIRECTED TO EXISTING CATCH BASINS DESIGNATED FOR THE COLLECTION OF SURFACE RUN-OFF.
4. CONTRACTOR SHALL NOTIFY OWNER OF ANY UNDESIRABLE DRAINAGE CONDITIONS AND RECOMMEND SUITABLE SOLUTIONS. WHERE NECESSARY TO ACHIEVE PROPER DRAINAGE, UNDER DRAINAGE FOR TREE PITS SHALL BE INSTALLED AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
5. LANDSCAPE CONTRACTOR SHALL REPAIR IN KIND ALL AREAS DAMAGED AS A RESULT OF LANDSCAPE OPERATIONS.
6. ALL TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 3" OF SHREDDED HARDWOOD MULCH.
7. ALL GROUND COVER, PERENNIAL BEDS TO RECEIVE A MINIMUM 2" OF MUSHROOM COMPOST.
8. SIZES SHOWN ON PLANTING PLAN ARE MINIMUM ACCEPTABLE SIZES.
9. LANDSCAPE CONTRACTOR SHALL WARRANT ALL TREES, SHRUBS, VINES, GROUNDCOVERS AND PERENNIALS UNDER THIS CONTRACT WILL BE HEALTHY AND IN FLOURISHING CONDITION OF ACTIVE GROWTH ONE YEAR FROM DATE OF FINAL ACCEPTANCE.
10. SOIL TO BE USED FOR THE PLANTING MEDIUM FOR THE PROJECT SHALL BE FERTILE, WELL DRAINED, OF UNIFORM QUALITY, FREE OF STONES OVER 1" IN DIAMETER, STICKS, OILS, CHEMICALS, PLASTER, CONCRETE AND OTHER DELETERIOUS MATERIALS.
11. THE LANDSCAPE CONTRACTOR SHALL PREPARE PLANTING BEDS BY ADDING SOIL AMENDMENTS TO TOPSOIL MIX IN THE FOLLOWING QUANTITIES: TOPSOIL MIX FOR TREES AND SHRUBS SHALL BE THREE (3) PARTS TOPSOIL, ONE (1) PART PEAT, AND ONE (1) PART SAND. TOPSOIL MIX FOR PERENNIALS, BULBS, AND GROUND COVERS SHALL BE THREE (3) PARTS TOPSOIL, ONE (1) PART SAND AND TWO (2) PARTS DECOMPOSED MUSHROOM COMPOST. SOIL SHALL MEET THE FOLLOWING REQUIREMENTS: SOIL COMPOSITION-45-77% SILT, 0-25% CLAY, 25-33% SAND; SOIL ACIDITY, PH 5.0-7.0, SOIL ORGANIC CONTENT, THREE (3) TO FIVE (5) PERCENT.
12. ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINER GROWN AS SPECIFIED ON PLANTING PLAN. ALL PLASTIC ROOT WRAPPING MATERIAL AND METAL WIRE BASKETS SHALL BE REMOVED.
13. LANDSCAPE CONTRACTOR SHALL STAKE THE LOCATION OF ALL TREES AND PLANTING BED LINES AND HAVE LAYOUT APPROVED BY LANDSCAPE ARCHITECT OWNER PRIOR TO PLANTING.
14. WATER ALL PLANTS IMMEDIATELY AFTER PLANTING. FLOOD PLANTS TWICE DURING FIRST TWENTY-FOUR HOUR PERIOD AFTER PLANTING.
15. ALL NEW AND TRANSPLANTED PLANTS TO BE SPRAYED WITH AN ANTIDESSICANT WITHIN TWENTY FOUR HOURS AFTER PLANTING. ANTI-TRANSPIRANT SHALL BE EQUAL TO "WILT PROOF."
16. ALL MUD SHALL BE REMOVED FROM ALL TIRES BEFORE LEAVING THE SITE AND ROADS SHALL BE KEPT CLEAR OF MUD AND DEBRIS AT ALL TIMES.

Planting Schedule

per BUFFALO GROVE LANDSCAPE CODES

LEGEND	QUANTITY	BOTANICAL NAME	COMMON NAME	MIN. SIZE	NOTES/SPECIAL CONDITIONS
SHADE / PARKWAY DECIDUOUS TREES (Min. Size at planting 3" Caliper) - Parkway Trees shall be max. 40' apart					
QR	3	Quercus Rubrum	Red Oak	3" caliper / 8 ft	
KD	2	Cornus Kousa	Kousa Dogwood	3" caliper / 8 ft	Mature height 15-25 ft.
KT	3	Cercidiphyllum Japonicum	Katsura Tree	3" caliper / 8 ft	
SP	3	Syringa Pekinensis	Peking Lilac	3" caliper / 8 ft	Mature height 15-20 ft.
AS		Amelanchier x grandiflora	Apple Serviceberry		
EXISTING	TBD - N/A	TBD		Arborist to verify all existing condition and species of trees.	
ORNAMENTAL DECIDUOUS TREES (Min. Size at planting 8' high or 2.5" Caliper)					
CC	2	Cercis canadensis	Redbud	2.5" caliper / 8 ft	
CA	2	Cornus Alternifolia	Pagoda Dogwood	2.5" caliper / 8 ft	
SM	4	Magnolia Stellata	Star Magnolia	2.5" caliper / 8 ft	Parkway/All - used under power lines also
GG	1	Golden Glory	Golden Glory Dogwood	2.5" caliper / 8 ft	
EVERGREEN TREES (Min. Size at planting 8' high)					
AB		Abies balsamea	Balsam Fir	6' ht.	
PM	1	Picea Mariana	Black Spruce	6' ht.	
TO	8	Thuja Occidentalis	White Cedar	6' ht.	mature height 8'-12'
JT	5	Juniperus virginiana 'Taylor'	Taylor Juniper	6' ht.	mature height 10'
EVERGREEN SHRUBS (All Hedges to be maintained and kept below 3' max. 4'-6" tall)					
TC	2	Taxus Canadensis	Canada Yew	30" spr. / 24" ht.	
BI	22	Buxus sinica var. insularis 'Wintergreen'	Wintergreen Boxwood	30" spr. / 24" ht.	
BG	33	Buxus x 'Green Velvet'	Green Velvet Boxwood	30" spr. / 24" ht.	
TM	28	Taxus x media 'Hicksii'	Hicks Yew Hedge	30" spr. / 24" ht.	
DECIDUOUS SHRUBS - Height at Time of planting dwarf shrubs = 18 inches / shrubs = 28 inches)					
AA	37	Aronia Melanocarpa 'Morton'	Black Chokeberry		3' to 6' mature height
SC	8	Sambucus Canadensis	Elderberry		
FI	21	Forsythia x intermedia	Border Forsythia		
VT	6	Viburnum Trilobum	American Cranberry Bush		
PF	12	Potentilla Fruticosa	Bush Cinquefoil		
ORNAMENTAL GRASS					
CP	10	Carex Pensylvanica	Sedge	10 sm/ar / 1 gal	ground cover
SA	28	Sesleria Autumnalis	Autumn Moor Grass		
PERENNIALS, GROUNDCOVERS - plants in mulch beds					
SN	82	Salvia Nemorosa	New Dimension Blue	30" spr. / 1 gal. pots	perennials mature height 2'
VM	228	Vinca minor	Periwinkle	18" spread / 2" pots	perennials mature height 18"
AT	88	Asclepias Tuberosa	Butterfly Weed	18" spread / 2" pots	perennials
EP	85	Echinacea purpurea	Purple Coneflower	18" spread / 2" pots	perennials
LS	40	Liatris Spicata	Blazing Star	18" spread / 2" pots	perennials
AL	12	Allium Lusitanicum	Allium 'Summer Beauty'	30" spr. / 1 gal. pots	perennials
WF	80	Waldsteinia Fragarioides	Barren Strawberry	18" spread / 2" pots	perennials
RS	40	Rudbeckia Speciosa	Black-eyed Susan	18" spread / 2" pots	perennials
PY	110	Pycnanthemum Tenuifolium	Slender Mountain Mint		ground cover

NOTES:

BUFFER YARD LANDSCAPING IS REQUIRED ALONG THE WEST AND SOUTH PROPERTY LINES (A MINIMUM OF 5' IN WIDTH, AND THE FOLLOWING LANDSCAPING IS REQUIRED):

- SHADE TREES SHALL BE PLANTED ON AN AVERAGE OF 1 TREE FOR EVERY 25 LINEAR FEET OF YARD LENGTH. AS PART OF THE LANDSCAPE PLAN APPROVAL, TREES MAY BE SPACED AT VARIOUS INTERVALS BASED ON SPECIFIC SITE REQUIREMENTS OR DESIGN SCHEME, BUT THE TOTAL NUMBER OF TREES PLANTED WILL BE NO LESS THAN THE AMOUNT REQUIRED BY A LINEAR PLANTING SPACE 25 FEET APART.
- AN OPAQUE MASONRY WALL, SOLID WOOD OR SIMULATED WOOD SCREEN FENCE, OR DENSE EVERGREEN HEDGE AT LEAST 6' IN HEIGHT SHALL BE ERECTED ALONG 100% OF THE YARD LENGTH.
- SHRUBS SHALL BE PLANTED ON AN AVERAGE OF 1 SHRUB FOR EVERY 3 FEET OF YARD LENGTH. AS PART OF THE LANDSCAPE PLAN APPROVAL, SHRUBS MAY BE SPACED AT VARIOUS INTERVALS BASED ON SPECIFIC SITE REQUIREMENTS OR DESIGN SCHEME, BUT THE TOTAL NUMBER OF SHRUBS PLANTED WILL BE NO LESS THAN THE AMOUNT REQUIRED BY A LINEAR PLANTING SPACED 3 FEET APART.

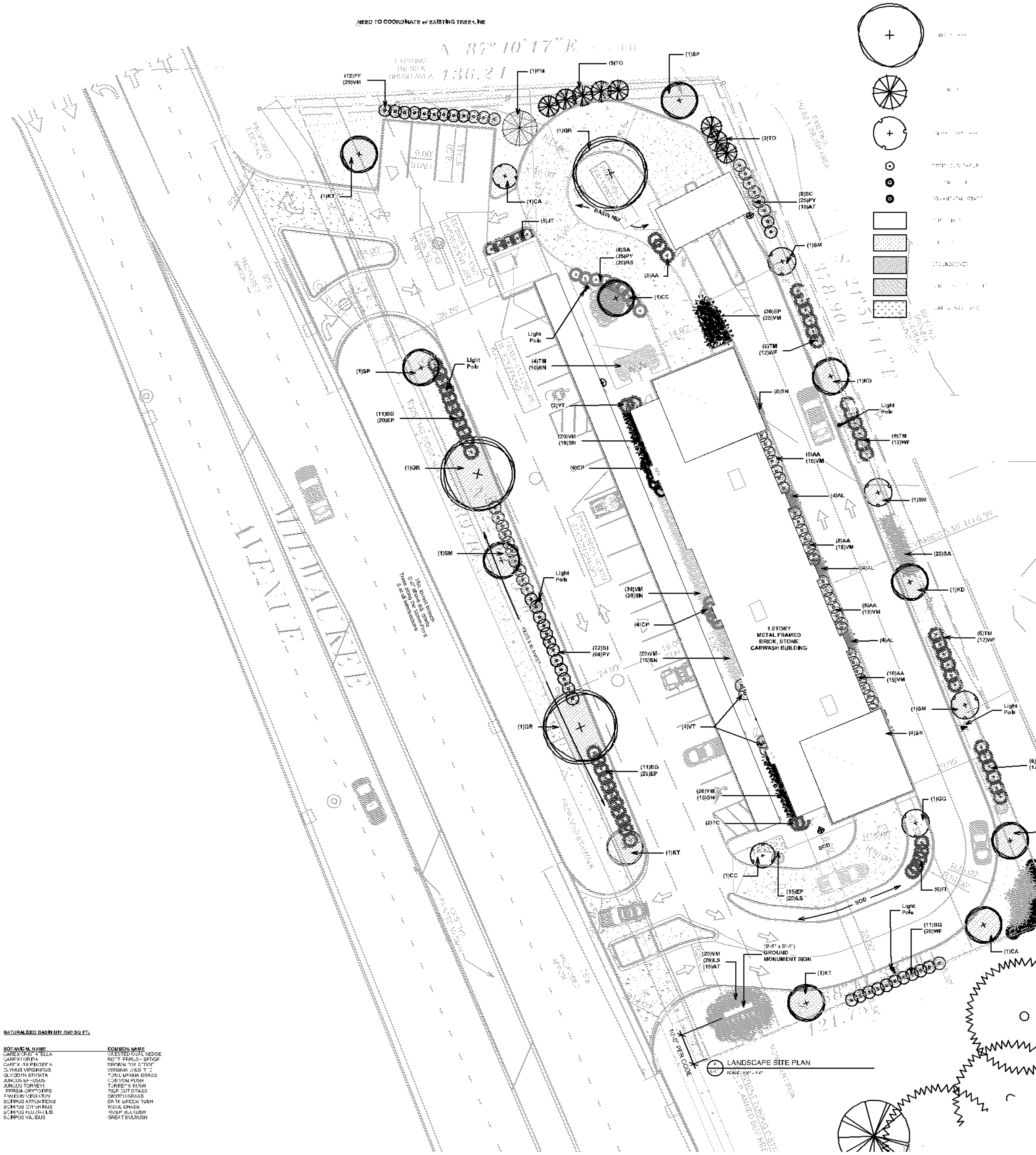
IRRIGATION. LANDSCAPE DESIGN PURSUANT TO THE REQUIREMENTS OF THIS CHAPTER SHALL RECOGNIZE THE NEED FOR IRRIGATION AND WATER CONSERVATION. SPRINKLER IRRIGATION SYSTEMS MAY BE REQUIRED FOR CERTAIN LANDSCAPED AREAS AS DETERMINED BY A LANDSCAPE ARCHITECT. THE NEED FOR SPRINKLER IRRIGATION SYSTEMS SHALL BE DETERMINED BY THE TYPE OF PLANT MATERIAL AND THE CONDITION/GROWING MEDIUM THAT THEY ARE INSTALLED IN. FOR INSTANCE, WHETHER THERE IS A PERMANENT MEANS AVAILABLE TO WATER PLANT MATERIAL, SUCH AS HOSE BIBS, SHALL BE A CONSIDERATION. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO MINIMIZE THE USE OF WATER.

WITHIN THE PLANTING AREA MAKE SURE THAT THE FOLLOWING GUIDELINES ARE MET:

- TREES DO NOT CONFLICT WITH EXISTING UTILITIES AND OVERHEAD WIRES
- MINIMUM DISTANCE OF 50 FEET FROM INTERSECTION
- MINIMUM DISTANCE OF 100 FEET FROM TRAFFIC SIGNAL
- TREES ARE LOCATED A MINIMUM OF 25 FEET (SMALL TREES), OR 35 FEET (MEDIUM/LARGE TREES) FROM ANY OTHER TREE
- TREES ARE AT LEAST 25 FEET FROM AN OVERHEAD LIGHT, AND 10 FEET FROM FIRE HYDRANT OR UTILITY POLE
- ADEQUATE ROOT ZONE AREA FOR A TREE TO GROW HEALTHY (6' X 6')
- 6 FEET FROM ANY DRIVEWAY OR V-BOX
- PARKWAY MUST BE AT LEAST 6 FEET WIDE
- TREES CANNOT BE PLANTED IN THE SAME LOCATION WHERE A PREVIOUS TREE WAS REMOVED.
- WHERE IRRIGATION SYSTEMS ARE INSTALLED IN THE PARKWAY, THE VILLAGE OF BUFFALO GROVE OR ITS LANDSCAPE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY TREE PLANTING.
- PLANT NO MORE THAN 30% OF A FAMILY
- PLANT NO MORE THAN 20% OF A GENUS
- PLANT NO MORE THAN 10% OF A SPECIES
- PLANTING BEDS MAY BE MULCHED WITH SHREDDED HARDWOOD, GRANITE MULCH, RIVER ROCK, FEATHER ROCKS OR SIMILAR MATERIALS.

NATURALIZED BASIN MIX (560 SQ FT)

BOTANICAL NAME	COMMON NAME
CAREX CRISTATELLA	CRESTED OVAL SEDGE
CAREX LURIDA	BOTTLEBRUSH SEDGE
CAREX VULPINOIDEA	BROWN FOX SEDGE
ELYMUS VIRGINICUS	VIRGINIA WILD RYE
GLYCERIA STRIATA	FOWL MANNA GRASS
JUNCUS EFFUSUS	COMMON RUSH
JUNCUS TORREYI	TORREY'S RUSH
LEERSIA ORYZOIDES	RICE CUT GRASS
PANICUM VIRGATUM	SWITCH GRASS
SCIRPUS ATROVIRENS	DARK GREEN RUSH
SCIRPUS CYPERINUS	WOOL GRASS
SCIRPUS FLUVIATILIS	RIVER BULRUSH
SCIRPUS VALIDUS	GREAT BULRUSH



NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400

ANAX ENGINEERING, INC.
A STRUCTURAL ENGINEERS

PROJECT #	2222
DATE:	03.01.22

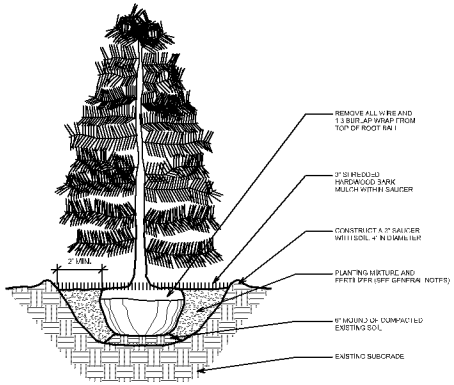
NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA

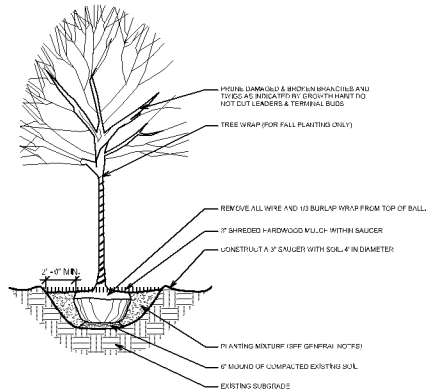
301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

06/22	ZONING SUBMITTAL
△	REVISIONS
DRAWN BY:	RAM
APPROVED BY:	GCN / MAM
SCALE:	AS NOTED
DESCRIPTION:	LANDSCAPE PLAN
SHEET NO.	L-1.1



1 ORNAMENTAL TREE PLANTING DETAIL
SCALE: 1/2" = 1'-0"



2 DECIDIOUS TREE PLANTING DETAIL
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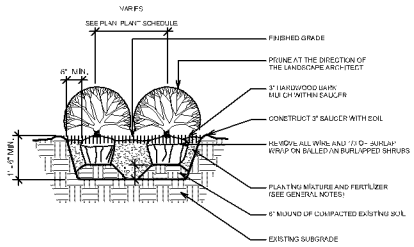
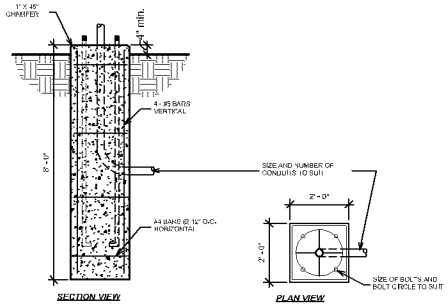
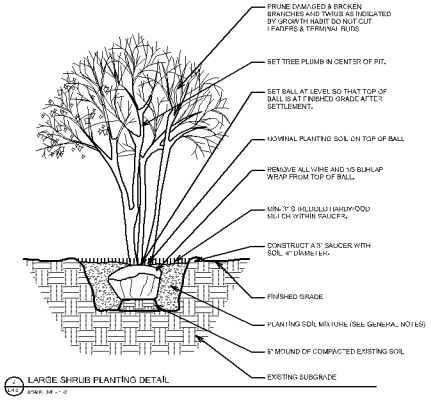


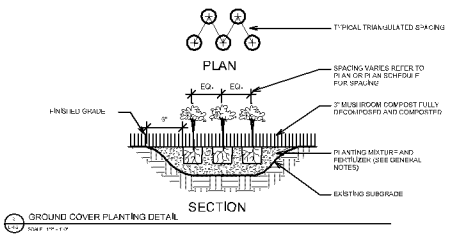
3 SMALL SHRUB PLANTING DETAIL
SCALE: 1/2" = 1'-0"



4 Light Post Foundation
SCALE: 1/2" = 1'-0"



5 LARGE SHRUB PLANTING DETAIL
SCALE: 3/8" = 1'-0"



6 GROUND COVER PLANTING DETAIL
SCALE: 1/2" = 1'-0"

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.6400

ANAX ENGINEERING, INC.

PROJECT #	2222
DATE:	09.01.22

NEW AUTOMATED CARWASH FACILITY

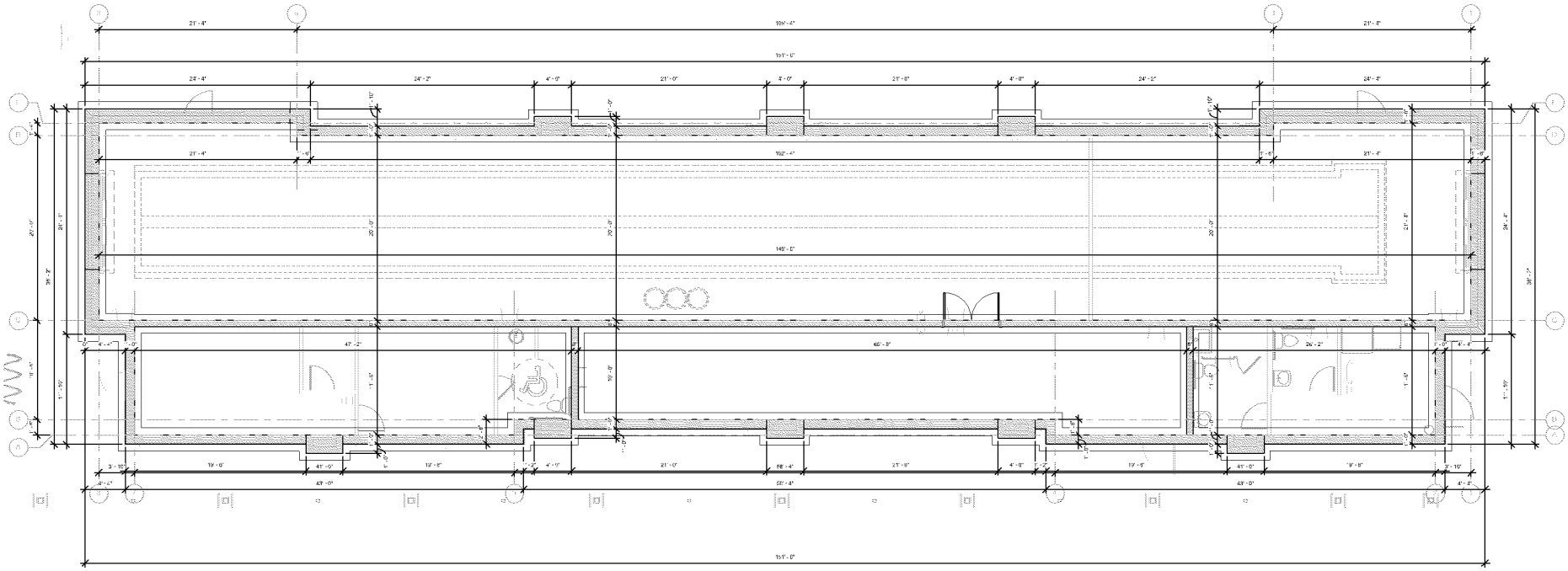
Spotless AUTO SPA
301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

	06/02/22	ZONING SUBMITTAL
△		REVISIONS

DRAWN BY:	Author
APPROVED BY:	Checker
SCALE:	AS NOTED
DESCRIPTION:	LANDSCAPE DETAILS
SHEET NO.	L-1.2

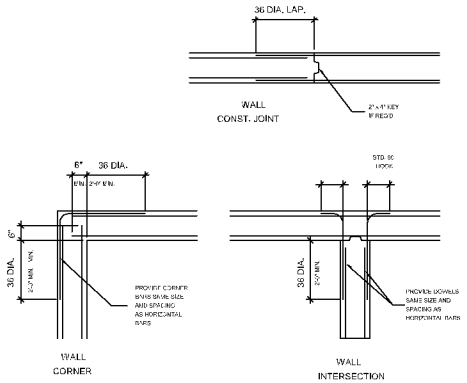
Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



FOUNDATION PLAN
SCALE: 3/32" = 1'-0"

REFER TO STRUCTURAL SHEETS FOR ALL FINAL FOUNDATION DETAILS AND FURTHER INFORMATION

SHOP DRAWINGS ARE TO BE PROVIDED FOR FINAL REVIEW BY ARCHITECT & STRUCTURAL ENGINEER APPROVAL



TYPICAL FOUNDATION WALL DETAILS

VERTICAL REINFORCING NOT SHOWN

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.6400

ANAX ENGINEERING, INC.
A STRUCTURAL ENTITY

PROJECT #	2222
DATE:	09/01/22

NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA

301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

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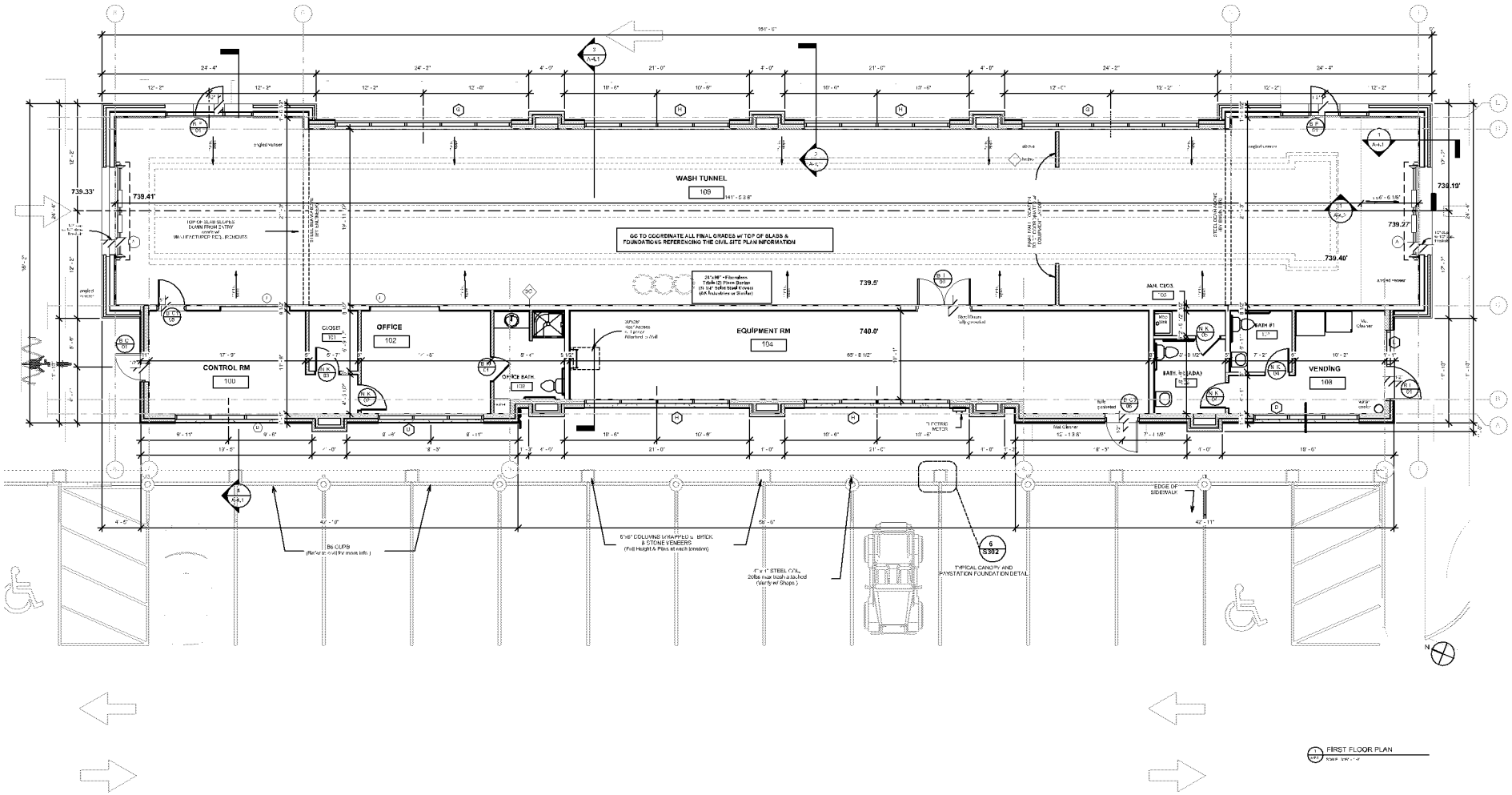
08/02/22	ZONING SUBMITTAL
△	REVISIONS
DRAWN BY:	RAM
APPROVED BY:	GCV / MAM
SCALE:	AS NOTED
DESCRIPTION:	FOUNDATION PLAN - ARCH
SHEET NO.	A-2.0



FIRST FLOOR PLAN

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.6400

ANAX ENGINEERING, INC.

PROJECT #	2222
DATE:	08.01.22

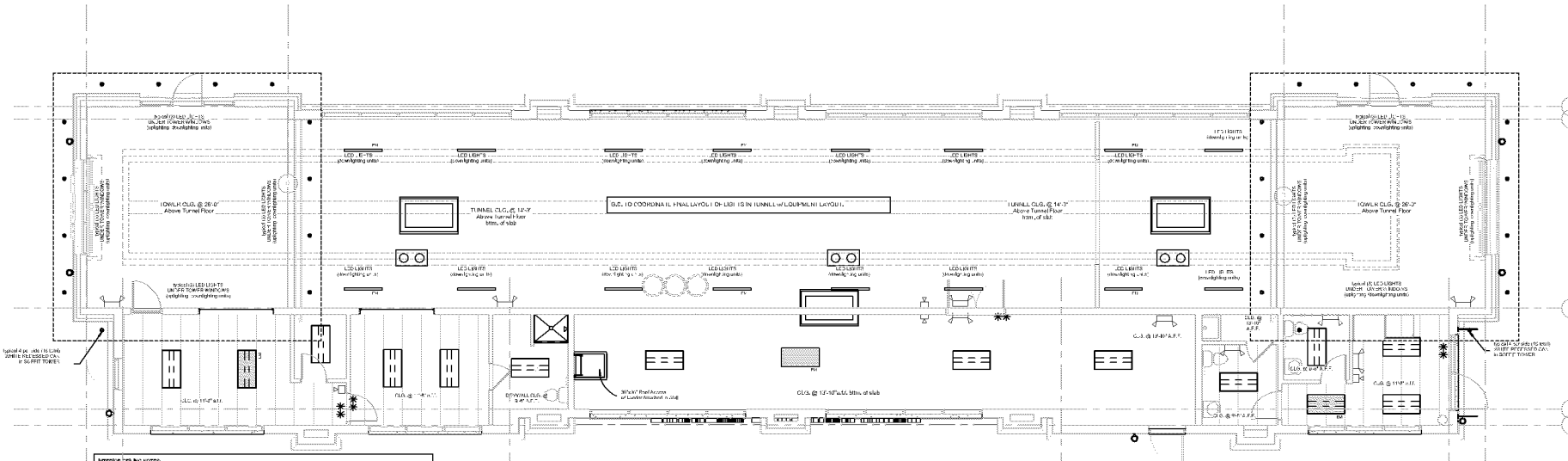
NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA
301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

08/2/22	ZONING SUBMITTAL
REVISIONS	
DRAWN BY:	RAM
APPROVED BY:	GCN / MAM
SCALE:	AS NOTED
DESCRIPTION:	FLOOR PLAN
SHEET NO.	A-2.1

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



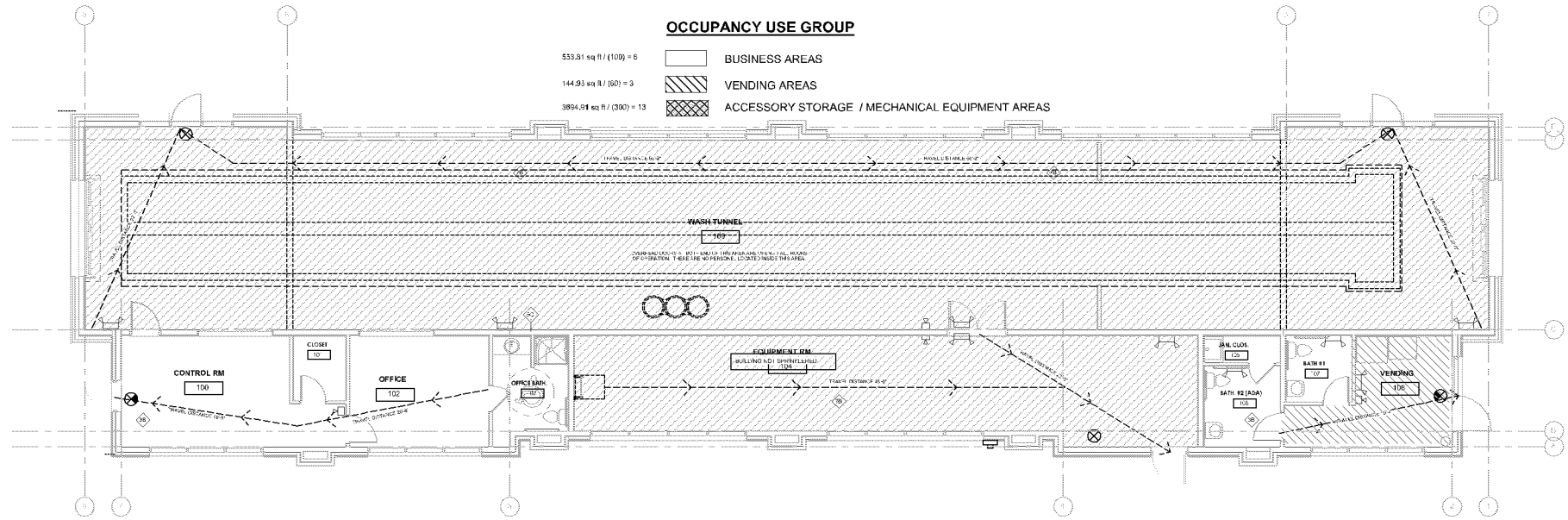
INTERIOR CEILING NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. PROVIDE CONTROL JOINTS IN SUSPENDED GYPSUM BOARD CEILINGS AS REQ. PER BY THE CEILING CONSTRUCTION. LOCATIONS SHALL BE REVIEWED AND ACCEPTED BY ARCHITECT PRIOR TO INSTALLATION.
5. PROVIDE ALL NECESSARY BRACING, SUPPORTS, FITS FOR ACCESS PANELS, GRILLS, TRIM, EQUIPMENT FIXTURES, WINDOW TREATMENTS, TOILET PARTITIONS AND ALL OTHER CEILING MOUNTED EQUIPMENT.
6. FOR OPTIONAL LOCATIONS REFER TO EQUIPMENT LISTS AND NOTES ON THE MECHANICAL DRAWINGS.
7. SOFFITS OVER SLAB EDGES NO FINAL ADJUSTMENTS ALLOWED. SLAB EDGE

REFLECTED CEILING PLAN

OCCUPANCY USE GROUP

533.81 sq ft / (100) = 6	BUSINESS AREAS
144.93 sq ft / (60) = 3	VENDING AREAS
3894.81 sq ft / (300) = 13	ACCESSORY STORAGE / MECHANICAL EQUIPMENT AREAS



FIRST FLR. EGRESS PLAN

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.6400

ANAX ENGINEERING, INC.

PROJECT #	2222
DATE:	09.01.22

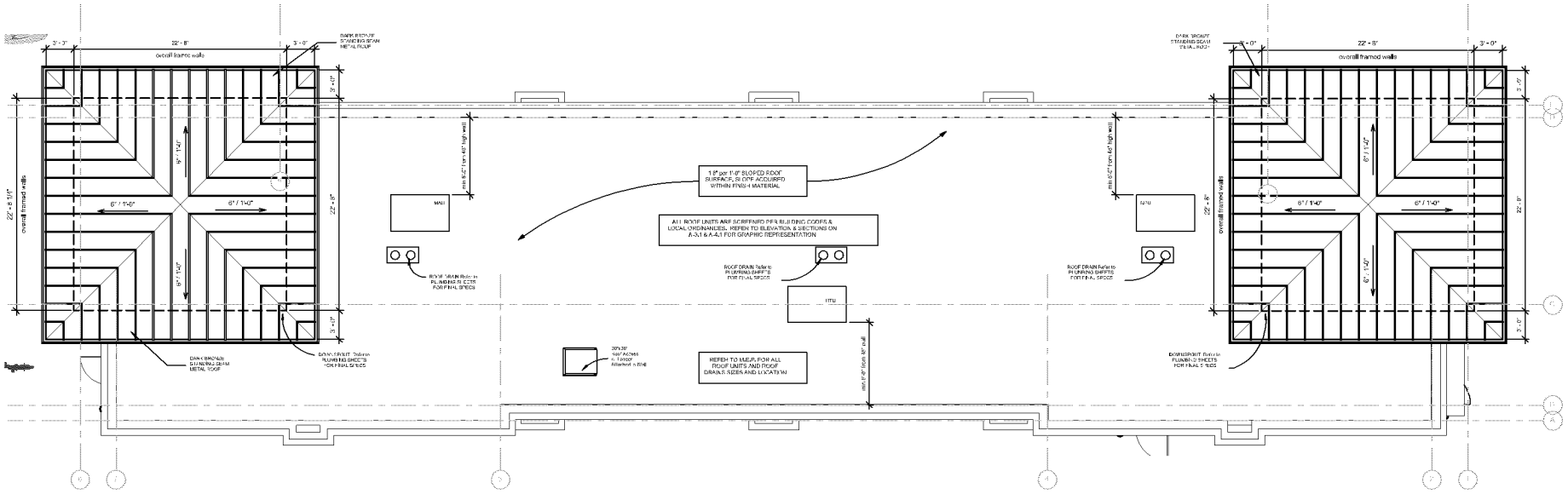
NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA
301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

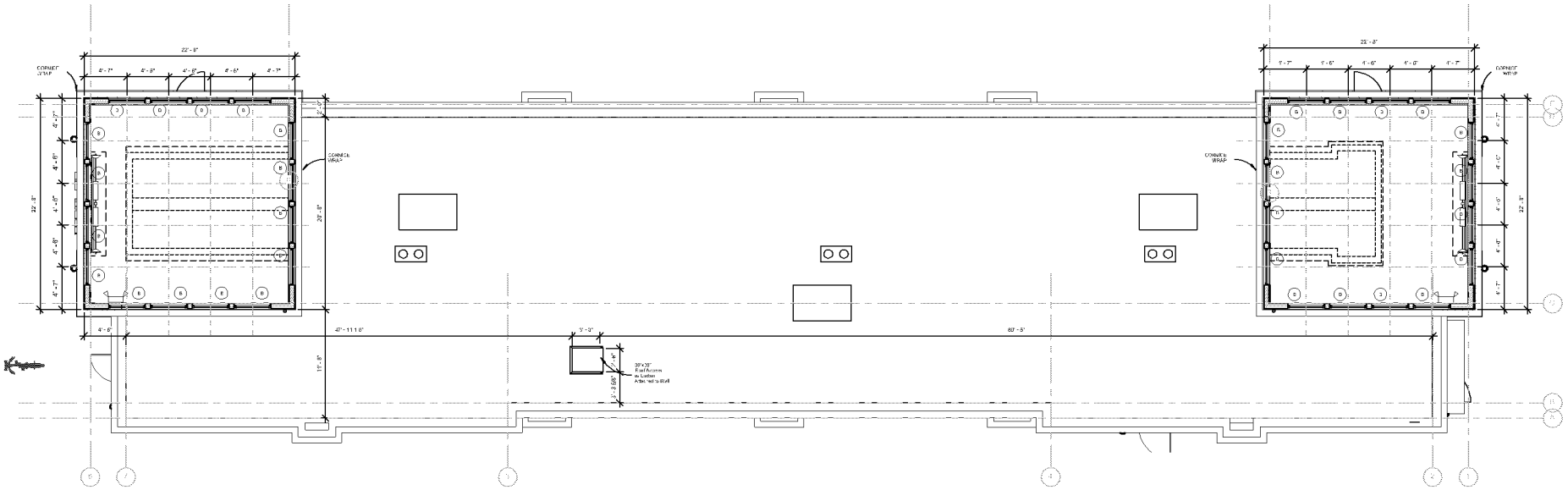
ZONING SET - NOT FOR CONSTRUCTION

08/02/22	ZONING SUBMITTAL
REVISIONS	
DRAWN BY:	RAN
APPROVED BY:	GCN / MAN
SCALE:	AS NOTED
DESCRIPTION:	CEILING & EGRESS PLAN
SHEET NO.	A-2.2

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



ROOF PLAN



TOWER PLAN

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.6400

ANAX ENGINEERING, INC.

PROJECT #	2222
DATE:	08.01.22

NEW AUTOMATED CARWASH FACILITY

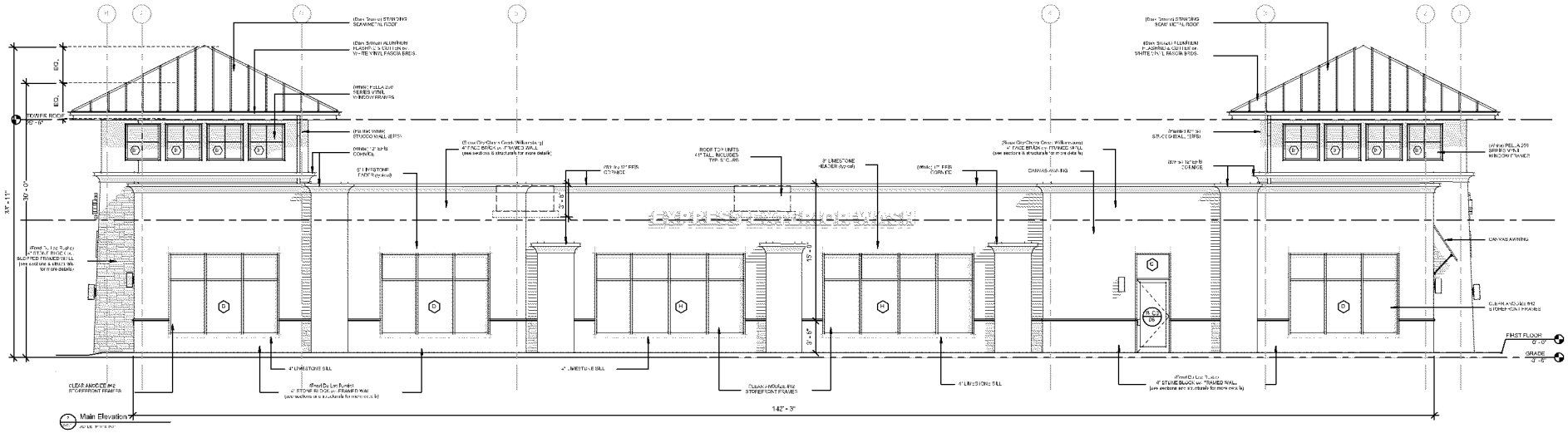
Spotless AUTO SPA

301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

08/2/22	ZONING SUBMITTAL
	REVISIONS
DRAWN BY:	RAM
APPROVED BY:	GCN / MAM
SCALE:	AS NOTED
DESCRIPTION:	ROOF & TOWER PLANS
SHEET NO.	A-2.3

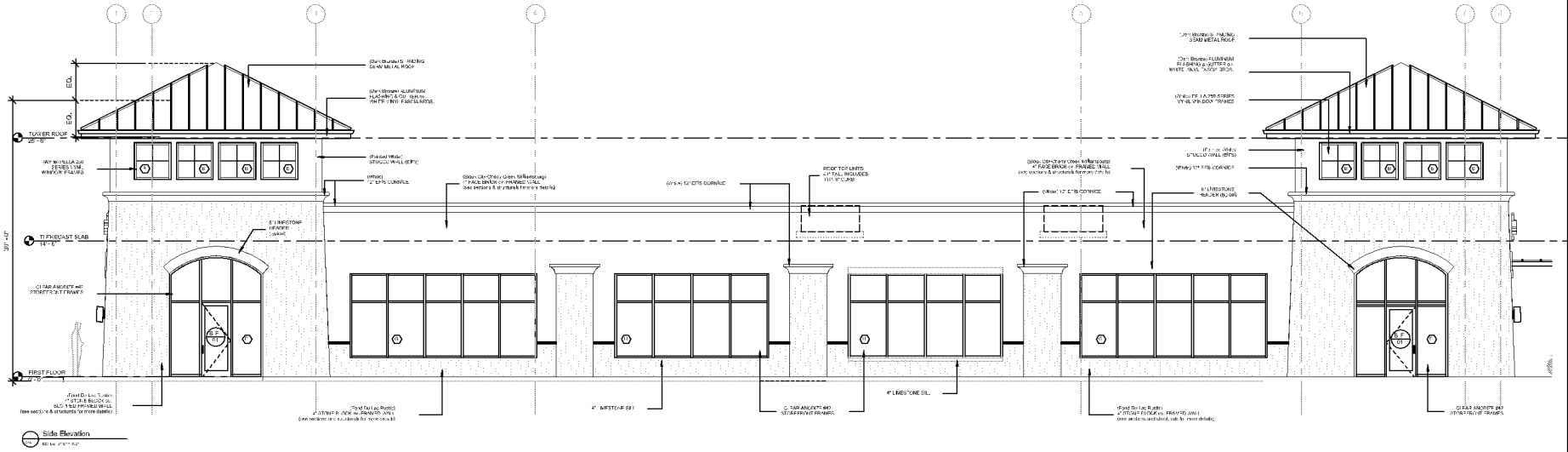
Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



- **Tower Roofs**
  Metal-(Dark Bronze)

- **Main Body of Building**
  4" Face Brick - (Sioux City-Cherry Creek Williamsburg)
  4"- 5" Stone Block (Fond Du Lac Rustic)

- **Accent Walls** - Upper Tower Walls
  Stucco EIFS (Painted White)



NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.6400

ANAX ENGINEERING, INC.

PROJECT #	2222
DATE:	08/01/22

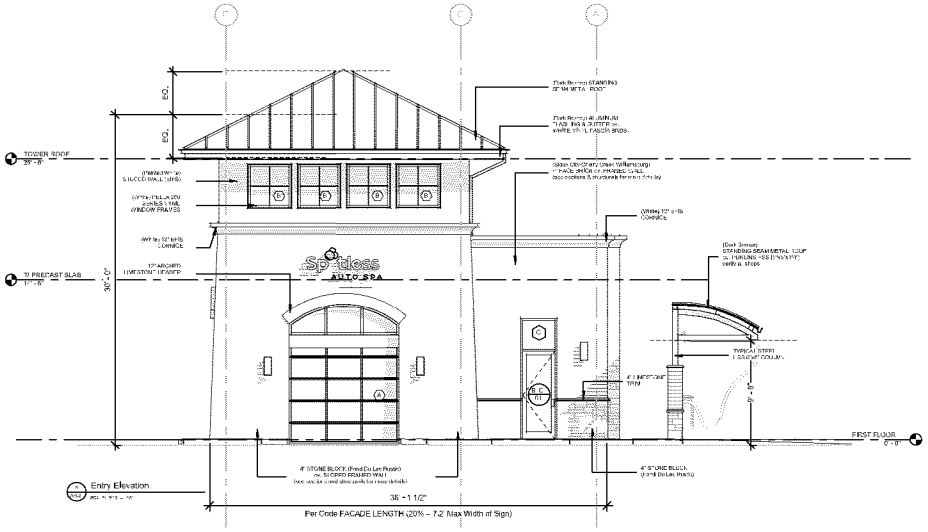
NEW AUTOMATED CARWASH FACILITY

Spotless AUTO SPA
301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

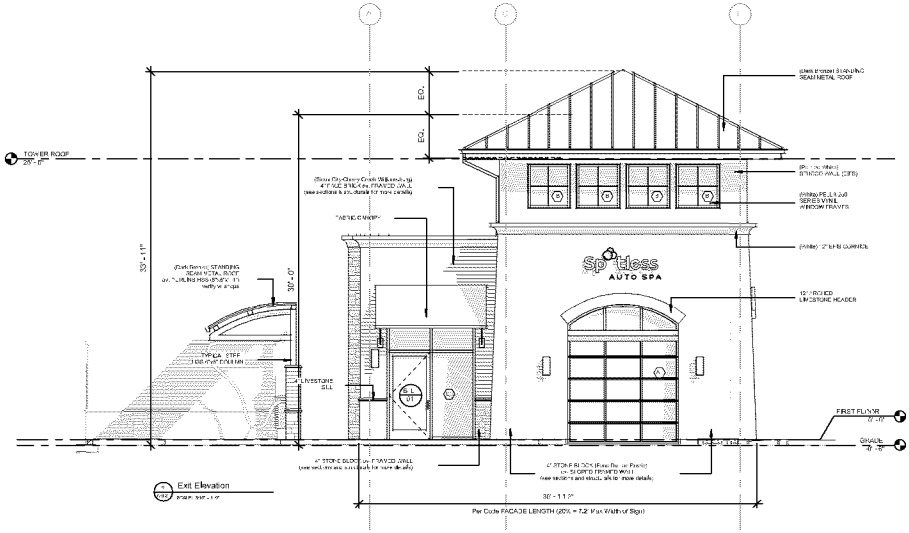
ZONING SET - NOT FOR CONSTRUCTION

08/02/22	ZONING SUBMITTAL
△	REVISIONS
DRAWN BY:	RAM
APPROVED BY:	GCN / MAM
SCALE:	AS NOTED
DESCRIPTION:	MAIN ELEVATIONS
SHEET NO.	A-3.1

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)



Entry Elevation

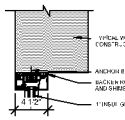


Exit Elevation

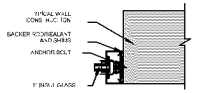
HARDWARE SCHEDULE

SET #	OPENING TYPE	HINGES	LOCKSET	KNOB/LEVER	FINISH	CLOSER	STOP	WEATHERSTRIPPING	REMARKS
01	ENTRANCES	1 1/2 PAIR BUTT, 4 1/2"x4"	CYLINDER DEADLATCH. KEY EXTERIOR	PUSH BAR INTERIOR, PULL EXTERIOR	MATCH STOREFRONT	YES		YES	THRESHOLD
02	OFFICE	1 1/2 PAIR BB BUTT, 4 1/2"x4"	PRIVACY. ANSI F82 / KEYED(OUT)	LEVER	SATIN CHROME	NO	WALL	YES	
03	CLOSET	1 1/2 PAIR BB BUTT, 4 1/2"x4"	PASSAGE. ANSI F75	LEVER	SATIN CHROME	NO	WALL	YES	THRESHOLD
04	BATHROOMS	1 1/2 PAIR BB BUTT, 4 1/2"x4"	PRIVACY. ANSI F76A	LEVER	SATIN CHROME	NO	WALL	NO	
05	JANITOR'S CLOSET	1 1/2 PAIR BB BUTT, 4 1/2"x4"	STOREROOM. ANSI F86 / KEYED(OUT)	KNURLED LEVER	SATIN CHROME	YES	WALL	NO	
06	WASH TUNNEL & EQUIP RM.	1 1/2 PAIR BUTT, 4 1/2"x4"	CYLINDER DEADLATCH. KEY EXTERIOR	PUSH BAR INTERIOR, KNURLED LEVER EXTERIOR	SATIN CHROME	YES	TBD	YES	FULLY GASKETED

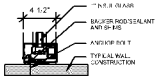
INTERIOR STOREFRONT DETAILS



STOREFRONT HEAD DETAIL



STOREFRONT JAMB DETAIL



STOREFRONT SILL DETAIL

DOOR NOTES:

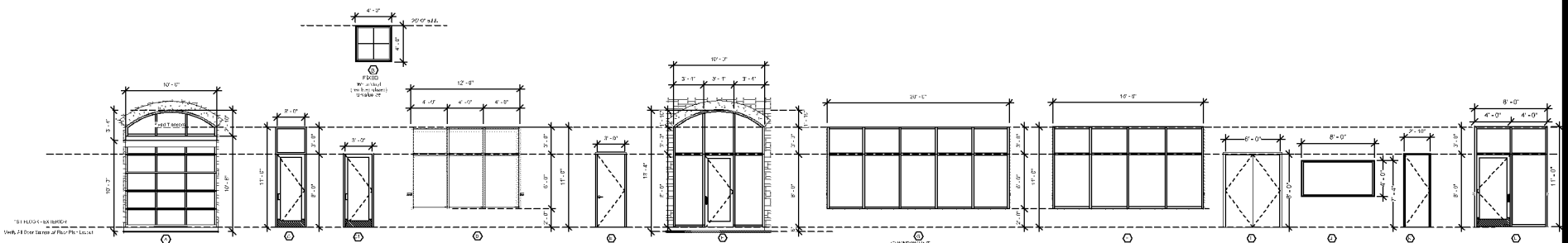
1. DOOR HARDWARE TO BE SPECIFIED BY ARCHITECT, OWNER AND DENTRA. CONTRACTOR SET FOR OPERATIONS.
2. CONTRACTOR TO USE THE ARCHITECTS DOOR TYPE PLAN DESIGNATION IN ADDITION TO THE SCHEDULE SHOP DRAWING SCHEDULE SUBMITTALS.
3. DOOR THRESHOLDS SHALL BE 3/4" TYP. U.O.
4. ALL DOORS LEADING INTO MECHANICAL ROOMS ON GRADE, CHANGE HOUSED WITH WEATHERSTRIPPED AND FULLY GASKETED.
5. ALL DOORS TO BE SOLID CORE WITH FIRE RATED GLAZING AT ALL NON RATED DOORS.
6. ALL UNIT ENTRY DOORS TO BE SHOP PRIMED OR PRE FINISHED.
7. ALL EXTERIOR GRADE, OWNER'S DOOR TO AVOID INJURY 6.37.
8. ALL EXTERIOR GRADE NON SWINGER DOORS TO HAVE AN INJURY 6.37.
9. PROVIDE JANITOR CLOSETS HARDWARE THROUGHOUT THE BUILDING NO DOOR KNOBS.

DOOR DESIGNATION SYMBOL:

FIRE RATING (CODE)
A 3 HR. (2 HOURS A)
B 1 HOUR (1 HOUR B)
C 45 MIN. (0.75 HR C)
D 20 MIN. (0.5 HR D)
E 20 MIN.
N NON RATED

DOOR HARDWARE NOTE

DOOR ARCHITECTURE SHALL BE CAPABLE OF OPERATION WITH THE USE OF ONE (1) HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. THE TURN BEAD BUTTS ARE PROHIBITED. LEVER OR PADDLE DOOR HANDLES ARE ACCEPTABLE. DOOR THRESHOLD SHALL NOT EXCEED ONE HALF INCH (1/2") HEIGHT. THRESHOLDS EXCEEDING ONE QUARTER INCH (1/4") HEIGHT SHALL HAVE A 1:2 BEVEL. DOOR CLOSERS SHALL MEET CLOSING FORCE AND SPEED TO AVOID INJURY. REFER TO SECTION 1404.10 (1.10.3).



DOOR & WINDOW SCHEDULE
Scale: 3/8" = 1'-0"

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631
TEL 847.825.6400

ANAX ENGINEERING, INC.
A. STRUCTURAL ENGINEERS

PROJECT #	2222
DATE:	08/01/22

NEW AUTOMATED CARWASH FACILITY

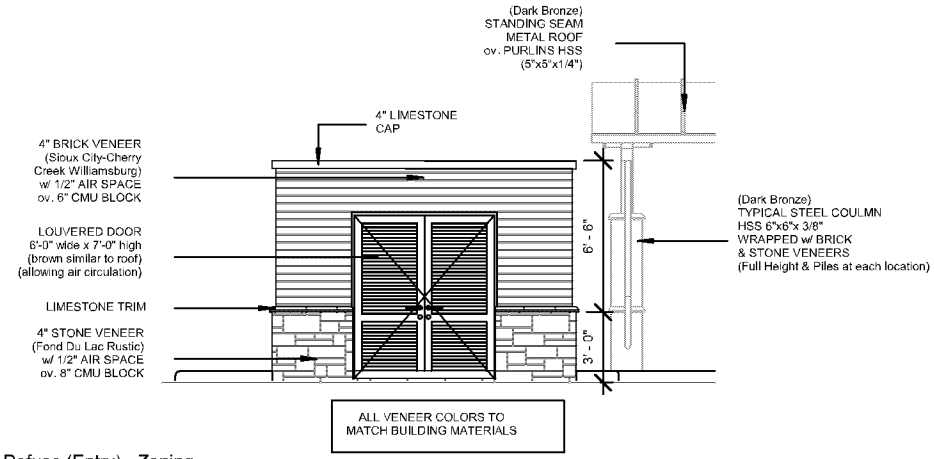
Sp tless AUTO SPA

301 N. MILWAUKEE AVE.
BUFFALO GROVE, IL 60089

ZONING SET - NOT FOR CONSTRUCTION

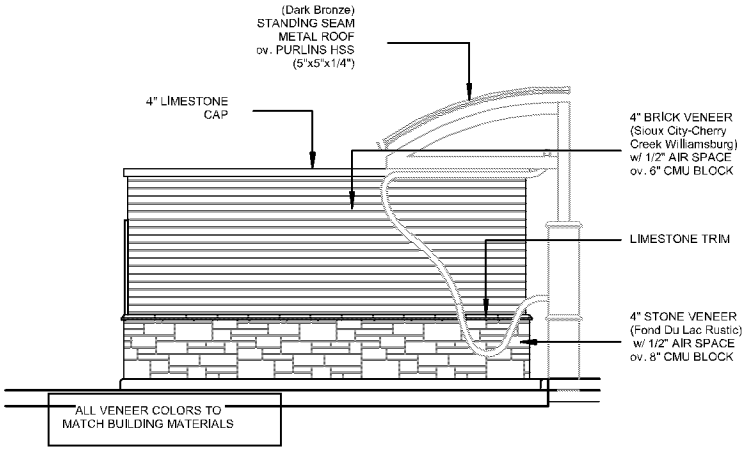
Attachment: Exhibit B Plan Set (O-2022-64) : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee Avenue)

08/02/22	ZONING SUBMITTAL
	REVISIONS
DRAWN BY:	RAM
APPROVED BY:	GCN / MAM
SCALE:	AS NOTED
DESCRIPTION:	MAIN ELEVATIONS & WINDOW SCHDLS.
SHEET NO.	A-3.2



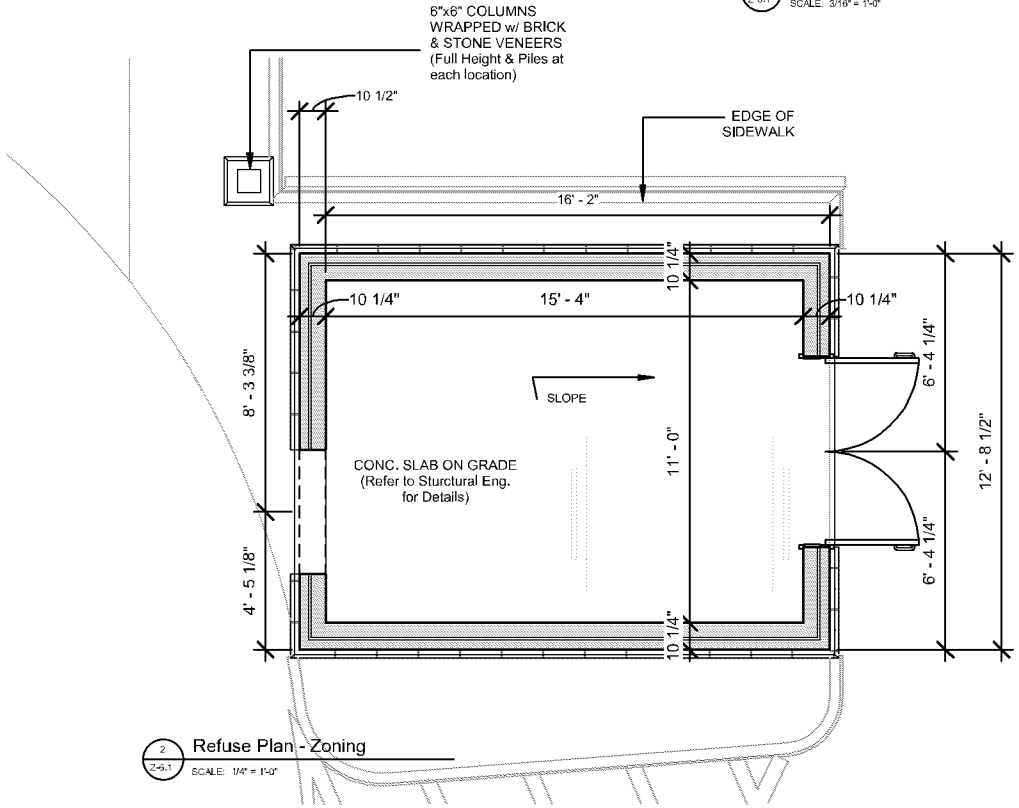
1 Z-6.1 Refuse (Entry) - Zoning

SCALE: 3/16" = 1'-0"



3 Z-6.1 Refuse (Sides) - Zoning

SCALE: 3/16" = 1'-0"



2 Z-6.1 Refuse Plan - Zoning

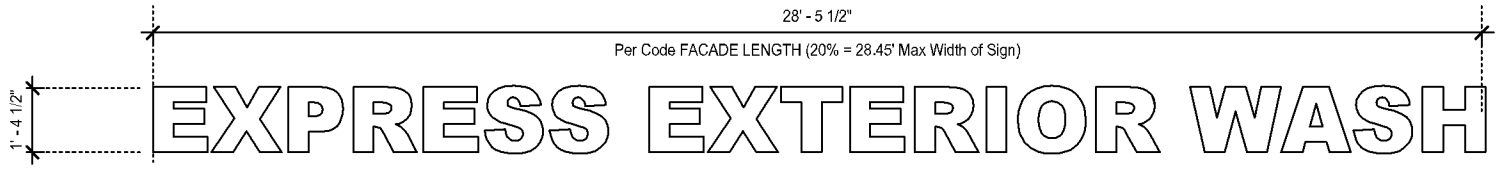
SCALE: 1/4" = 1'-0"

2222

06/01/22

Z-6.1

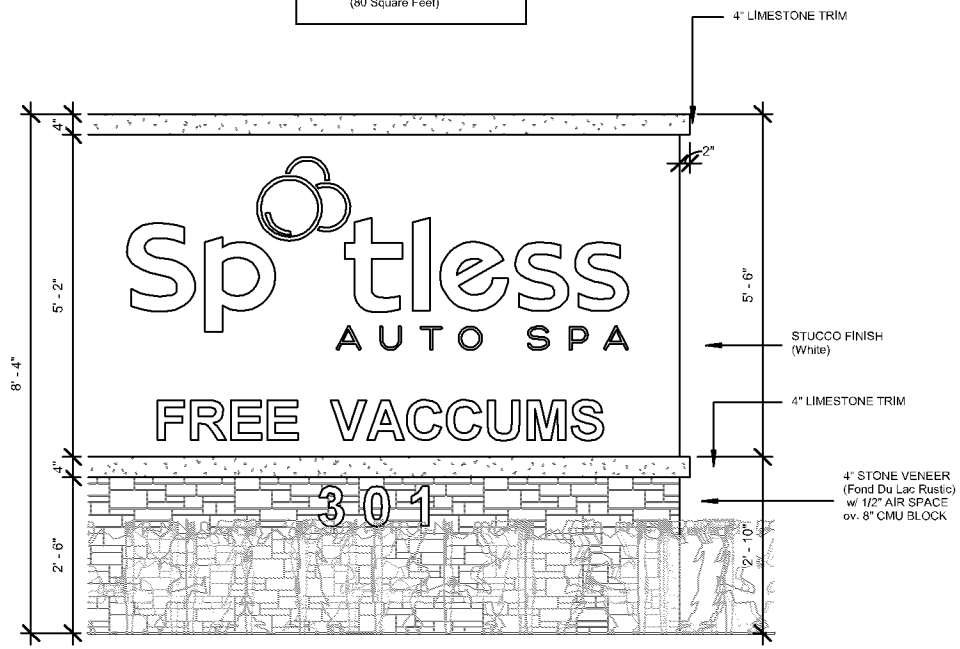
NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631



SIGN #2 - "CHANNEL LETTERS" LOCATED ON WEST SIDE OF BUILDING

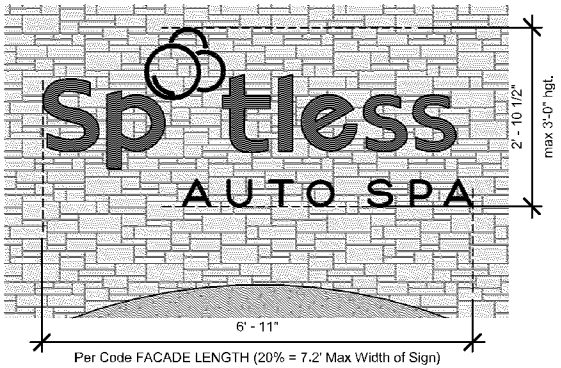
FACADE LENGTH SHOWN ON SHEET A-3.1

Maximum Permitted Area of Sign
(80 Square Feet)



1 Z-6.2 MONUMENT SIGN (Zoning)
SCALE: 1/2" = 1'-0"

"CHANNEL LETTERS" LOCATED ON BUILDING CENTERED OVER TUNNEL ENRTY & EXIT



Per Code FACADE LENGTH (20% = 7.2' Max Width of Sign)
FACADE LENGTH SHOWN ON SHEET A-3.2

5 Z-6.2 BUILDING SIGN (Zoning)
SCALE: 1/2" = 1'-0"

GROUND MONUMENT SIGN. A sign that is placed on or supported by the ground, independent of the principal structure on the lot, where the monument base is designed as an integral part of the sign structure. A GROUND MONUMENT SIGN must be designed so that the width of the top of the sign face is a minimum of 80% and a maximum of 120% of the width of the base

2222
06/01/22
Z-6.2

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631

2222

06/01/22

Z-15

NERI ARCHITECTS

6400 N NORTHWEST HWY
SUITE 4
CHICAGO, IL 60631

2222

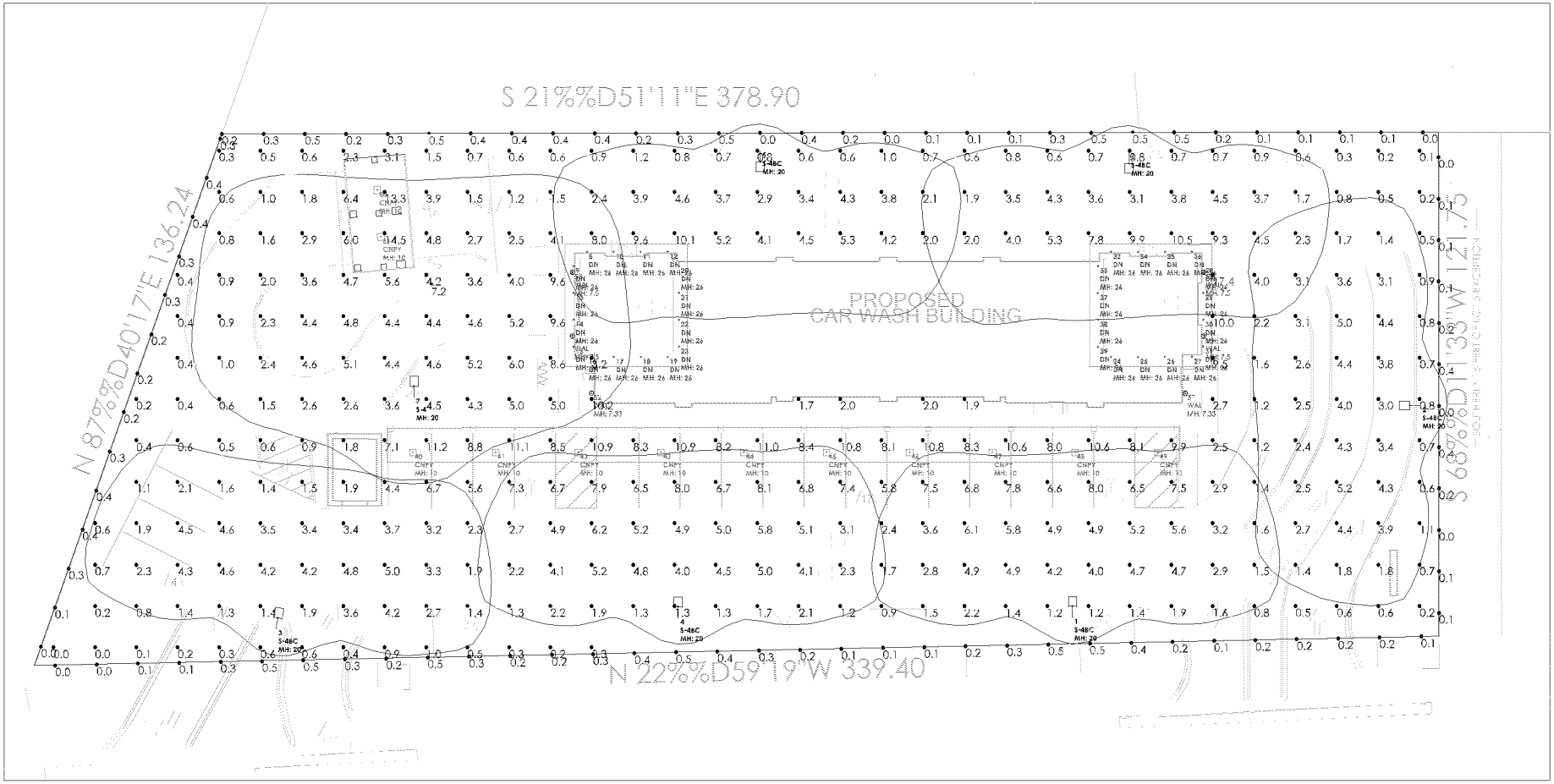
06/01/22

Z-16

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.										
Symbol	Qty	Tag	Arrangement	Luminaire Lumens	Arr. Lum. Lumens	Luminaire Watts	Arr. Watts	LLF	Manufacturer	Description
	12	CNPY	Single	4771	4771	38	38	0.900	HUBBELL OUTDOOR	SGC-F-40-4K
	32	DN	Single	996	996	14.4	14.4	0.900	DALS Lighting Inc.	RGR4-CC-XX
	1	S-4	Single	17568	17568	133.1	133.1	0.900	HUBBELL OUTDOOR	ASL1-160L-135-4K7-4W-UNV-AX-X
	6	S-4BC	Single	10916	10916	133.3	133.3	0.900	HUBBELL OUTDOOR	ASL1-160L-135-4K7-4W-UNV-AX-X-BC
	6	WAL	GROUP	N.A.	2240	N.A.	14	0.450	FC Lighting	FCC612W-UNV-940-05-05L-X-D40-U40-LD

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min	Description
PROPERTY LINES	Illuminance	Fc	0.24	0.5	0.0	N.A.	N.A.	READINGS @ GRADE
PROPERTY_Planar	Illuminance	Fc	3.58	17.4	0.0	N.A.	N.A.	READINGS @ GRADE
PARKING & DRIVES	Illuminance	Fc	3.74	10.5	0.5	21.00	7.48	READINGS @ GRADE
PAY CANOPY	Illuminance	Fc	13.90	14.5	13.3	1.09	1.05	READINGS @ GRADE
VAC CANOPY	Illuminance	Fc	9.61	11.2	8.0	1.40	1.20	READINGS @ GRADE



Scale: 1 inch= 12 Ft.

PARKING LOT DESIGN GUIDE	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
APPLICATION AND TASK	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG/MIN	MAX/MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	

SIMPLIFIED RECOMMENDATIONS BASED ON IES "THE LIGHTING HANDBOOK" 10T I EDITION AND IES RP-20-14.
INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.

NOTES

FG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.

ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.

THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.

FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.

FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.

CALCULATION GRID VALUES 10'-0" O.C.

PG enlighten

DRAWN BY:
Joell Collins
joel.collins@pg-enlighten.com
847-298-1199

P.G CONTACT:
Patti Geier
patti.geier@pg-enlighten.com
847-298-1199

REVISIONS	
1	
2	
3	

PROJECT NAME:
BUFFLAO GROVE CARWASH

CLIENT NAME:
NERI ARCHITECTS

Date:7/12/2022

Page 1 of 2

Luminaire Location Summary				
LumNo	Label	Mtg Ht	Orient	Tilt
1	ASL1-160L-135-4K7-4W-BC	20	90	0
2	ASL1-160L-135-4K7-4W-BC	20	180	0
3	ASL1-160L-135-4K7-4W-BC	20	80.765	0
4	ASL1-160L-135-4K7-4W-BC	20	90	0
5	ASL1-160L-135-4K7-4W-BC	20	270	0
6	ASL1-160L-135-4K7-4W-BC	20	270	0
7	ASL1-160L-135-4K7-4W-U	20	90	0
8	RGR4	26	0	0
9	RGR4	26	0	0
10	RGR4	26	0	0
11	RGR4	26	0	0
12	RGR4	26	0	0
13	RGR4	26	0	0
14	RGR4	26	0	0
15	RGR4	26	0	0
16	RGR4	26	0	0
17	RGR4	26	0	0
18	RGR4	26	0	0
19	RGR4	26	0	0
20	RGR4	26	0	0
21	RGR4	26	0	0
22	RGR4	26	0	0
23	RGR4	26	0	0
24	RGR4	26	0	0
25	RGR4	26	0	0
26	RGR4	26	0	0
27	RGR4	26	0	0
28	RGR4	26	0	0
29	RGR4	26	0	0
30	RGR4	26	0	0
31	RGR4	26	0	0
32	RGR4	26	0	0
33	RGR4	26	0	0
34	RGR4	26	0	0
35	RGR4	26	0	0
36	RGR4	26	0	0
37	RGR4	26	0	0
38	RGR4	26	0	0
39	RGR4	26	0	0
40	SGC-F-40-4K	10	90	0
41	SGC-F-40-4K	10	90	0
42	SGC-F-40-4K	10	90	0
43	SGC-F-40-4K	10	90	0
44	SGC-F-40-4K	10	90	0
45	SGC-F-40-4K	10	90	0
46	SGC-F-40-4K	10	90	0
47	SGC-F-40-4K	10	90	0
48	SGC-F-40-4K	10	90	0
49	SGC-F-40-4K	10	90	0
50	SGC-F-40-4K	10	4.785	0
51	SGC-F-40-4K	10	4.784	0
52	FCC612W-940-05-05L-D40-U40	7.33	296	0
53	FCC612W-940-05-05L-D40-U40	7.5	296	0
54	FCC612W-940-05-05L-D40-U40	7.5	296	0
55	FCC612W-940-05-05L-D40-U40	7.5	115	0
56	FCC612W-940-05-05L-D40-U40	7.5	115	0
57	FCC612W-940-05-05L-D40-U40	7.33	115	0

NOTES
PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.
ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.
THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.
FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.
FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.
CALCULATION GRID VALUES 10'-0" O.C.

9.E.a

enlighten

PROJECT NAME:
BUFFLAO GROVE CARWASH

CLIENT NAME:
NERI ARCHITECTS

REVISIONS
1
2
3

P.G CONTACT:
Patti Geier
pattigeier@pg-enlighten.com
847.328.1199

DRAWN BY:
Joell Collins
joellcollins@pg-enlighten.com
877.778.1199

Date:7/12/2022

Page 2 of 2

TERRA CONSULTING GROUP, LTD.

May 4, 2022

RE: Preliminary Stormwater Assessment for CWPD – Buffalo Grove
301 N. Milwaukee Ave.
Buffalo Grove, IL

To Whom It May Concern,

This preliminary engineering assessment is intended to identify existing and proposed conditions related to the project site and its drainage according to the Lake County Watershed Development Ordinance. The Village of Buffalo Grove is a certified community with the County. The assessment is intended for a pre-application/referral meeting at the Village Board Meeting and is based on available public information.

Project Description
Client is proposing a new carwash facility in at a vacant 0.89-acre commercial lot. This project entails the development of a proposed 150' x 35' carwash building, vacuum stalls, payment station & canopy, drive aisles and utilities.

Pre-Development Conditions
The site has one (1) building formally the Grill on the Rock Korean BBQ at the south end of the site with a trash enclosure along the east lot line. Three quarters of the site is a parking lot with a few landscape islands. Landscaping is limited to perimeter areas around the building foundation and narrow buffers along the west and north lot lines. Two existing access drives connect to Milwaukee Ave, one at the north end and one adjacent to the building. The site appears to drain north to an offsite swale. The improvements have existed prior to the original Lake County Watershed Development Ordinance effective date of 10/18/92. Aerial exhibits from Lake County GIS has been included.

Impervious Area = 0.85 AC
Pervious Area = 0.04 AC
Development Area = 0.89 AC

Regulatory Floodplain
The proposed developed area is within a regulatory floodplain per the Federal Emergency Management Agency. FIRM Panel #17097C0266K, Zone AE with an effective date of September 9th, 2013. The 100-year flood zone limit passes through the northern third of the site. A Base Flood Elevation (BFE) is approximately 644.6 ft based on the Floodplain Study. The site will be designed to accommodate the floodplain and mimic existing elevations. Compensatory storage will be provided along the north side of the project and the building will be elevated to meet flood protection standards. A FEMA Firmette has been included.

Regulatory Wetlands
Cursory review of the US Fish & Wildlife Services National Wetland Inventory and Lake County's GIS indicates no wetlands are in or adjacent to the project site. Maps have been included.

600 Busse Highway / Park Ridge / Illinois 60068 / Tel: 847-698-6400 / www.terraltd.com

TERRA
CONSULTING GROUP, LTD.

Post-Development Conditions
The redevelopment will reduce the impervious area and thereby increase the pervious with heavy landscaping. A 6' landscape buffer has been proposed on all side of the car wash site. The development will be considered a "Major - Regulated Development" per the Lake County WMO because of regulatory floodplain (300.01). The "new" impervious area will be less than 0.5-acres.

Impervious Area =	0.66 AC
Pervious Area =	0.23 AC
Development Area =	0.89 AC

Stormwater Management
Lake County requirements for hydrologically disturbed area: Release rates of 0.04 CFS/AC for the 2-year, 24-hour storm event and 0.15 CFS/AC for the 100-year, 24-hour events.
The existing site is 96% impervious, the proposed site will reduce the percentage to 74%. The stormwater runoff will be reduced with the additional landscaping. If detention is required for the redevelopment, it will be in landscape areas, surface ponding or underground chambers.

Runoff Volume Reduction (RVR)
The Lake County WMO includes water quantity standards: The site development plan shall incorporate stormwater infiltration, evapotranspiration, reuse, or other methods, into the project. The applicant shall use appropriate green infrastructure techniques and best management practices to reduce runoff volume, according to the Lake County WMO. New impervious areas created after 04-01-09 that result in at least 1-acre hydrological disturbance and more than 0.5-acres of new impervious area and/or redevelopment of previously developed sites that result in at least 1 acres of hydrological disturbance.
The project is considered a redevelopment and is less than 1-acre, below the hydrologic disturbance threshold. The RVR requirements do not apply to this project, but some may be incorporated into the design.

Water Quality Treatment
The Lake County WMO includes water quality standards. The water quality treatment requirements in the WMO apply to developments that result in at least 0.5-acre of new impervious surface area, where "new" is defined in 300.06 of the Ordinance.
The project is considered a redevelopment and does not create more than 0.5-acres of "new" impervious area. Water quality treatment is not required for the site.

If you have any questions or require additional information, please contact us.

Very truly yours,

TERRA CONSULTING GROUP, LTD

Mike Elliott

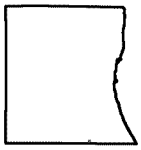
Michael Elliott, PE
Director of Civil Engineering

MICHAEL S. ELLIOTT
062-052690
LICENSED
PROFESSIONAL
ENGINEER
OF
05-01-22
ILLINOIS

My Comm. Expires 11.30-23

C: Nick Spallone – Car Wash Pro Designers

Lake County, Illinois



Lake County, Illinois

LakeCounty

Map Printed on 5/4/2022

N

Tax Parcel Information

☐ Tax Parcels 2021

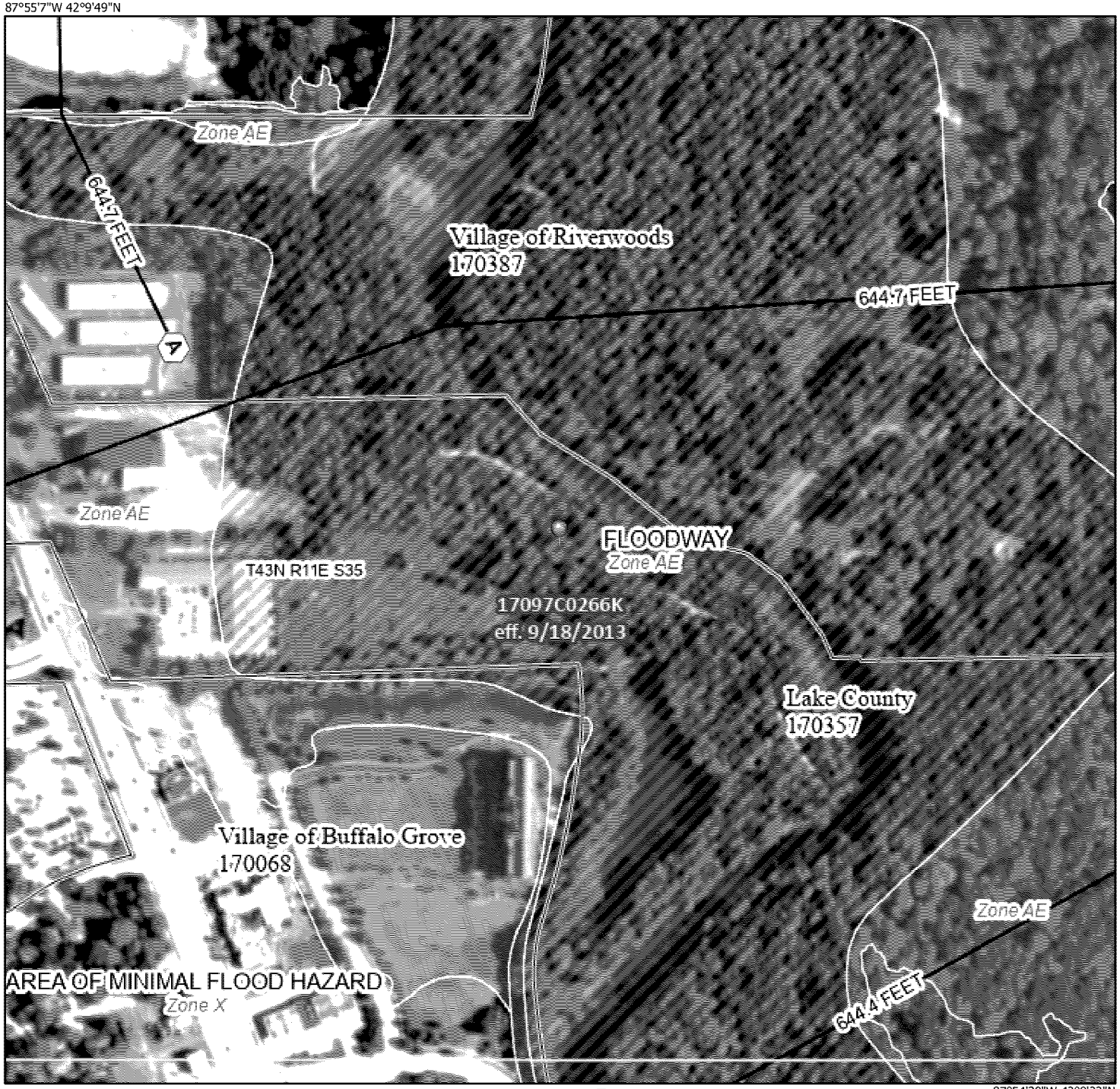
1993

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise loc on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed ar

National Flood Hazard Layer FIRMette

FEMA

87°55'7"W 42°9'49"N



87°54'30"W 42°9'22"N

Feet 0 250 500 1,000 1,500 2,000 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BF *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, V*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazar as of 1% annual chance flood with a depth less than one foot or with d ge areas of less than one square mil *X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk du Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zo*
- Effective LOMRs
- Area of Undetermined Flood Haza *e D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Cl
- 17.5 Water Surface Elevation
- 8 Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an appr point selected by the user and does not r an authoritative property location. e ent

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This ma was exported on 4/26/2022 at 7:22 PM and does not reflect changes or amendments subsequent to this date an time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following r elements do not appear: basemap imagery, flood zone labe legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized area regulatory purposes.

U.S. Fish and Wildlife Service

National Wetlands Inventory

301 N. Milwaukee Rd.

June 23, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Lake County, Illinois

Lake County, Illinois

LakeCounty

Map Printed on 5/4/2022

N

Tax Parcel Information

Tax Parcels 2021

2007 Hydro Areas

TYPE

Lake

Pond

River/Stream/ Creek

2002 Hydro Lines

TYPE

Lake

Pond

River/Stream

Island

Detention Basin

Dam-single line

Culvert-single line

Local drainage, apparent

Stream less than five feet in width

Out area

Lake County Wetland Inventory

ADvanced IDentification Wetlands

ADID with 100ft Buffer

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise loc on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed ar

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee

CAR WASH PRO DESIGNERS

Sound Evaluation for the Proposed Car Wash in Buffalo Grove on Milwaukee Road

May 4, 2022

Car Wash Pro Designers, LTD (hereinafter "CWPD") conducted an analysis to examine the impact of noise from the proposed car wash in Buffalo Grove to be located on the east side of Milwaukee Road just north of Riverwalk Dr. To accomplish this, we used noise emissions data from both the exit and the entrance of a facility that is a replica of the car wash proposed in Buffalo Grove, Illinois. This was the Voda Luxury Auto Spa facility located at 7648 W 159th St, Orland Park, IL 60462. The measurements were conducted in May of 2022 by a CWPD acoustical consultant using professional grade instruments. In addition, our own data from a car wash in Vernon Hills shows that the sound level drops off as angle to the opening increases.

In addition, CWPD inspected the Buffalo Grove site to examine the effect of its topography on sound propagation. We also conducted ambient noise monitoring to document the background noise levels that exist near the residents in the apartments over 800' to east, and the single family home across Milwaukee Ave to the south west on the corner of Milwaukee Ave & E Chevy Chase Dr. All of this data is important in predicting accurate car wash sound levels at any specific location near the new facility and the impact of the facility on nearby residents.

Based on the Voda car wash noise data (which is primarily blower noise) and allowing for the reduction in noise due to distance, directivity, and topography, CWPD conclude that the noise from the car wash will meet the Illinois State noise code. Moreover, there would be no noise impact from the car wash because the projected sound levels are well below the ambient noise levels recorded at the site.

CW PRODESIGN LLC - d/b/a Car Wash Pro Designers
6400 N Northwest Hwy, Unit 4, Chicago, IL 60631
www.carwashprodesigners.com
info@carwashprodesigners.com | T: 630.534.1310

Figure 1 - Aerial view showing the location of the audio equipment we used to record the ambient noise data.

Ambient Noise Levels

To assess the ambient noise at this site, CWPD used professional grade audio equipment to record the noise over a 7-hour period from 6:30 AM on Wednesday, May 4th until 1:30 PM on the same day. CWPD used their equipment at the residence located at 7 E Chevy Chase Dr, Buffalo Grove, IL 60089. The south and southeast property line of the proposed wash, and the residential apartment building located at 301 N Riverwalk Dr, Buffalo Grove, IL 60089. This location is shown in the aerial photo in **Figure 1**.

The primary ambient noise at this recording location was vehicle traffic on Milwaukee Ave, a primary, 5-lane highway.

> **Ambient noise** refers to the existing, all-encompassing sound at a given place in a community. It is a composite of sounds from many sources near and far.

The recording in the field was documented via screenshots, of the device, video from the dB equipment, and a report attached as exhibits below. A sample sound level tests were conducted over a 24 hour period on Milwaukee, Ave 2.5 miles south of the proposed wash site in Buffalo Grove by Dr Thunder (Noise Study Expert) are shown in **Figure 2 (below).** The thin, blue line shows the variation in the **A-weighted sound level** at 1-seccond intervals. The high peaks in the graph were typically from motorcycles, trucks, and airplane flyovers.

The thick, red line in **Figure 1** is the hourly, time-averaged level of the ambient noise. This level is often called the equivalent level (Leq) because its value is "equivalent" to the average sound energy – not the average decibel level. The Leq is the metric adopted by the U.S. EPA and correlates well with the impact of an ambient noise environment.

The **A-weighted sound level** is the standard metric to measure sound and is expressed in decibels (dB). It is a filer that mimics how we hear noise because it diminishes low frequencies.

The Leq line in **Figure 2 (below)** shows the trend in the ambient noise over a weekday 24-hour period on the same road, 2.5 miles south of the proposed site in Buffalo Grove. Specifically, it reveals that the ambient noise begins to drop around 9:00 PM and then returns to near daytime levels by around 6:00 AM.

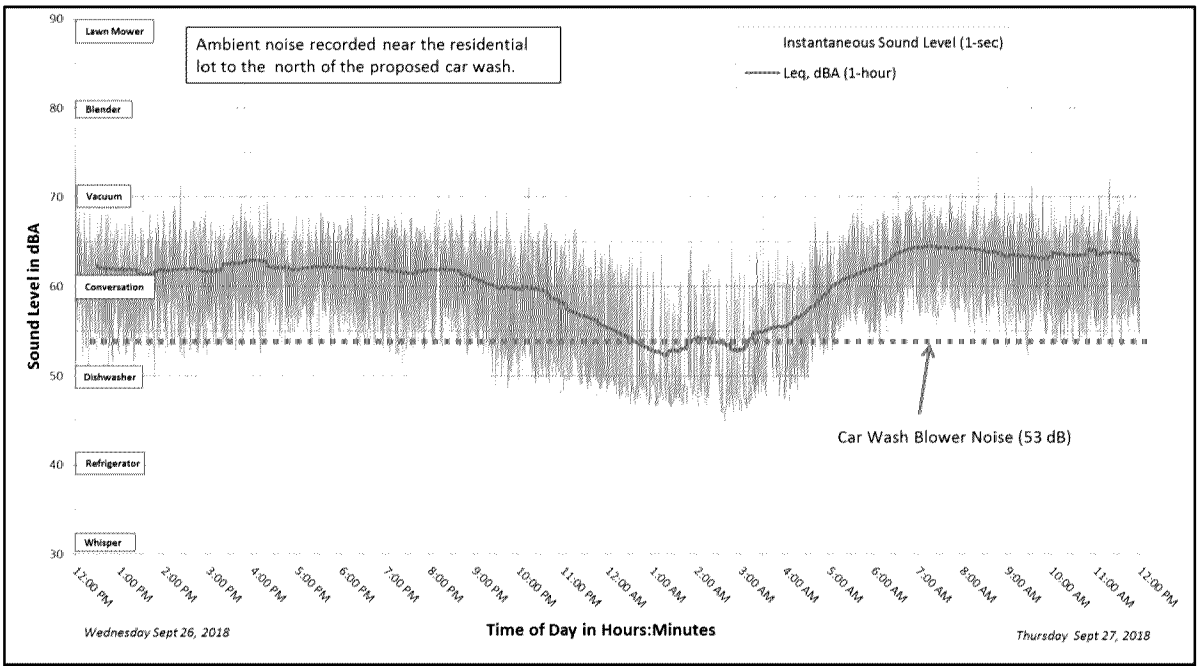


Figure 2 – Plot showing the approximate car wash sound levels at the the property line at the south/east corner of the site from the exit of the car wash compared to the ambient noise levels measured at a similardistance to Milwaukee ave from the sound study conducted on the site located 2.5 miles south of this location on Milwaukee Ave.

Projected Noise Levels

The data obtained at the Voda Luxury Auto Spa in Orland Park indicates an average sound level of 60.9-dB without washes exiting the tunnel and an average of 71.5-dB with a vehicle exiting the tunnel at 110 feet from the exit of the wash at the same degree as the one shown in Figure 1 above. Because the entrance is much further from the blowers, the sound level is substantially lower at that location. Specifically, the level at 40 feet from the entrance at the same angle was 58.2-dB a level 13.3-dB lower than the exit. Since a 10-dB drop in sound level is half as loud, the noise emission from the entrance is more than half as loud as the exit. The recording in the field at 301 N Milwaukee Ave, Buffalo Grove, IL 60089 on the south end of the parcel on May 4, 2022 at 11:49AM that had current dB levels of (Peak: 97.8-dB, Avg: 74.7-dB) and at 11:53AM across the street at the residence located 330 feet from the proposed wash site at 7 E Chevy Chase Dr, Buffalo Grove, IL 60089 that had current dB levels of (Peak: 88.5-dB, Avg: 72.4-dB).

As mentioned above, the sound level of a tunnel car wash drops off as a listener moves to the side of either the exit or the entrance. This is a phenomenon known as directivity. Based on our data, the sound level drops off by as much as 12-dB at an angle of 90o from the opening. The drop is further for angles greater than 90o.

The sound level due to a car wash is generally the highest at the closest residential location. In this case, the closest residential lot is directly to the southwest of the proposed car wash across Milwaukee Ave. Using the Voda sound data, we projected the noise level to this property based on the attenuation of sound over a distance of 330' at 45 degrees from the exit of the wash and the effect of directivity to be 24-dB from the wash facility to this residence (with no passing traffic from Milwaukee Ave). The result is a projected level of 29-dBA radiating from the wash facility alone. This is below the State of Illinois daytime limit (80-85 dBA) of about 72-dB for noise radiated from commercial property (Class B) to residential property (Class A).

A noise impact could occur if the time-averaged noise level of the carwash exceeds the time-averaged level of the ambient noise by more than 3-5 dB. To visualize the relationship between the projected sound level and the ambient noise levels, we plotted the projected car wash blower noise level on the ambient noise graphs of **Figure 2**. As seen in this chart, the car wash noise levels are well below the hourly Leq of the ambient noise level from about 5:00 AM until 11:00 PM. If the on-time of the blowers were factored in, the hourly time-weighted level of the blowers would be even lower. Based on our analysis, it can be concluded that the operation of this facility would pose no impact during is proposed operation hours of 6:00 AM to 10:00 PM.

The closest residential location to the proposed car wash is 330 feet from the exit of the wash, and 445 feet from the entrance of the wash. Residents closest to the exit of the proposed car wash would have the following levels of dB based on distance:

Description of Measurement	dBA
Car Wash - 1 meter from Car Wash Exit	87
Car Wash - 20 feet from Car Wash Exit	73
Car Wash - 40 feet from Car Wash Exit	61
Car Wash - 80 feet from Car Wash Exit	50
Car Wash - 160 feet from Car Wash Exit	42
Car Wash - 320 feet from Car Wash Exit	33
Car Wash - 380 feet from Car Wash Exit	24

Conclusion: Homes closest to the exit of the proposed car wash (330 feet) would hear the equivalent of a pin drop from a height of one (1) centimeter at a distance of one meter (3.28084 ft) away. The dB levels above do not account for any form of screening, which will ultimately reduce the dB levels significantly.

Site design, building design, distance from the source, and landscaping can all be used to decrease ("attenuate") or block/direct sound. Blower layout, the direction the tunnel faces, and of course, the number of blowers are also factors. Many local government ordinances dictate a maximum sound pressure level at the property line, typically 80-85 dBA for commercial properties on busy streets during the day (that's the typical level of traffic noise on a busy street) down to 50–60 dBA in quieter non-industrial, residential areas, especially at night. Some even dictate sound pressure levels by frequency.

We have included sound data, video data from two exact replica washes along with a report from Dr Thunder conducted for the exact same facility on Milwaukee Ave in Wheeling just 2.5 miles to the south to support our conclusions and findings herein.

The conclusions herein are based on a completion of several reports, experts and studies conducted on the same equipment and building type proposed for the new car wash facility.

Sincerely,
Car Wash Pro Designers

Nick Spallone
Principal

Traffic Impact Study
Proposed Car Wash

Buffalo Grove, Illinois

Prepared For:

Premier Design + Build Group

KLOA

Kenig, Lindgren, O'Hara, Aboona, Inc.

June 29, 2022

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed car wash to be located at 301 N. Milwaukee Avenue in Buffalo Grove, Illinois. The site, which currently contains a vacant restaurant, is located on the east side of Milwaukee Avenue (IL Route 21). As proposed, the plans call for an automatic car wash tunnel, four employee parking spaces, and 17 vacuum parking spaces. Access to the proposed car wash will be provided via a proposed full movement access drive and a proposed right-in/right-out access drive on Milwaukee Avenue.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed car wash will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed car wash. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed facility
- Directional distribution of the facility traffic
- Vehicle trip generation for the facility
- Future traffic conditions including access to the facility
- Traffic analyses for the weekday morning, weekday evening, and Saturday midday peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

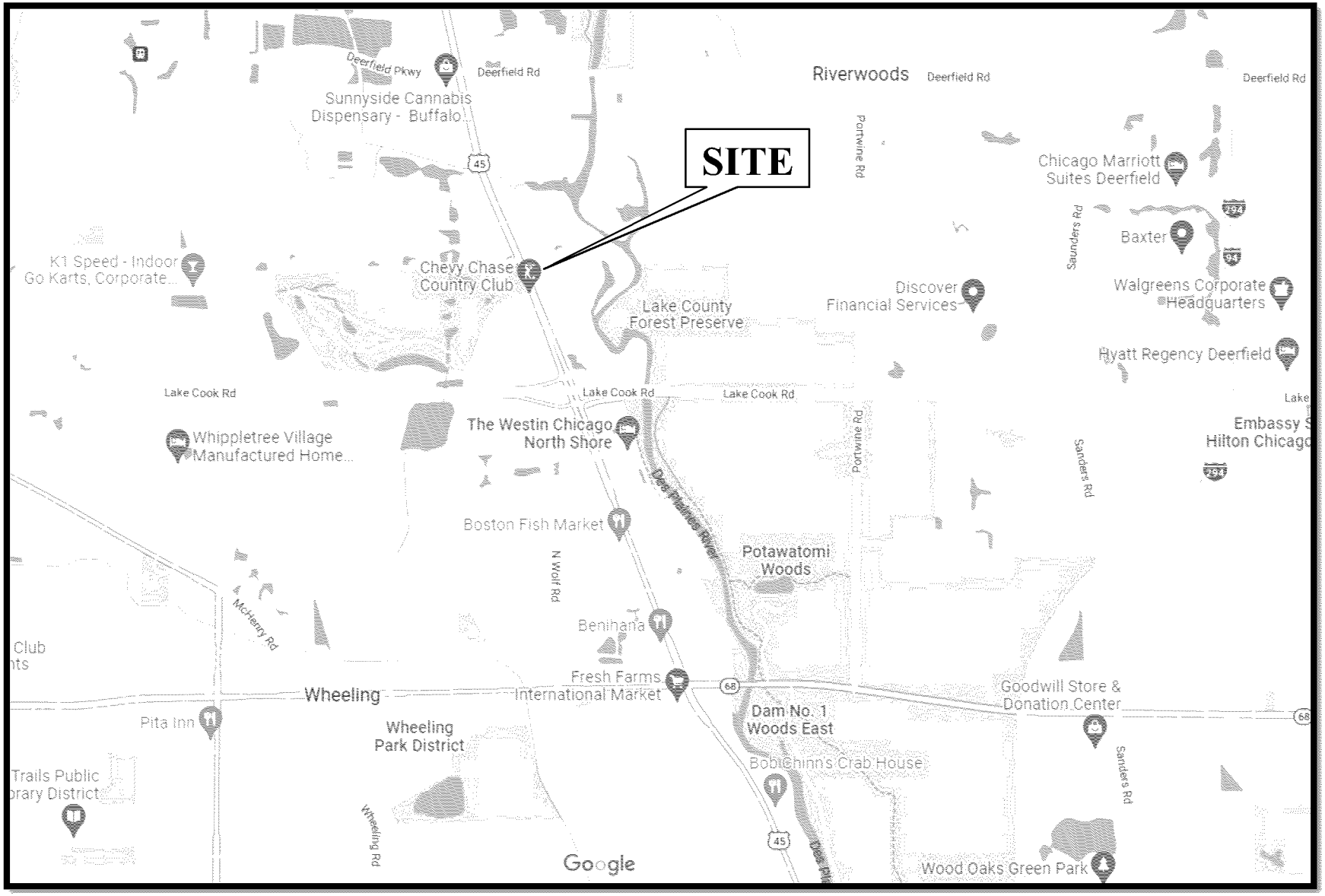
Traffic capacity analyses were conducted for the weekday morning, weekday evening, and Saturday midday peak hours for the following conditions:

1. Base Conditions – Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area adjusted to reflect normal conditions.

2. No-Build Conditions – Analyzes the capacity of the existing roadway system using the ambient area growth not attributable to any particular development and any additional developments not associated with the proposed development.

3. Projected Conditions – Analyzes the capacity of the future roadway system using the traffic volumes that include the base traffic volumes, ambient area growth not attributable to any particular development, and the traffic estimated to be generated by the proposed facility.

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee



Site Location

Figure 1

Proposed Car Wash
Buffalo Grove, Illinois

KLOA

Aerial View of Site

Figure 2

Proposed Car Wash
Buffalo Grove, Illinois

KLOA

2. Existing Conditions

The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

The site, which currently contains a vacant restaurant, is located at 301 N. Milwaukee Avenue on the east side between Chevy Chase Drive and Johnson Drive. Surrounding land uses are commercial to the north and south with residential land uses and the Chevy Chase Country Club to the west and the 301 Riverwalk Place apartment building to the east. Speedway fuel station is located south of the site.

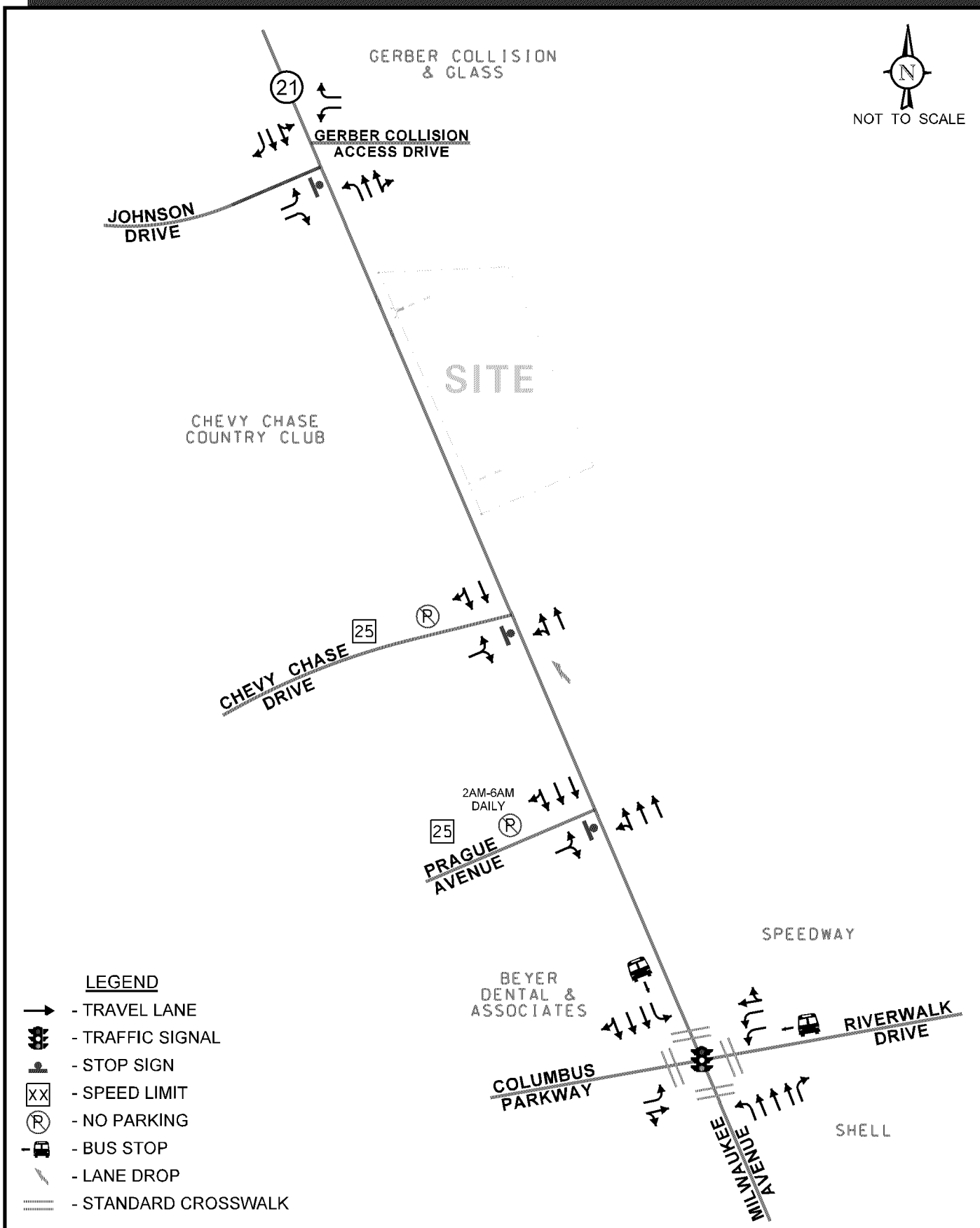
Existing Roadway System Characteristics

The characteristics of the existing roadways near the car wash are described below and illustrated in **Figure 3**.

Milwaukee Avenue (IL 21/US 45) is generally a north-south arterial roadway that in the vicinity of the site provides three through lanes in each direction separated by a raised landscaped median that tapers down to two lanes in each direction north of Prague Avenue separated by a striped median. At its signalized intersection with Riverwalk Drive/Columbus Parkway, Milwaukee Avenue provides an exclusive left-turn lane, three through lanes, and an exclusive right-turn lane on the northbound approach and an exclusive left-turn lane, two through lanes, and a shared through/right-turn lane on the southbound approach. Both legs of the intersection provide standard style crosswalks with pedestrian countdown signals. At its unsignalized intersection with E. Chevy Chase Drive, Milwaukee Avenue provides a combined through/left-turn lane and a combined through/right-turn lane on both approaches. At its unsignalized intersection with Prague Avenue, Milwaukee Avenue provides a combined through/left-turn lane, a through lane, and a combined through/right-turn lane on both approaches. At its unsignalized intersection with Johnson Drive, Milwaukee Avenue provides an exclusive left-turn lane and two through lanes on the northbound approach, and two through lanes and an exclusive right-turn lane on the southbound approach. Milwaukee Avenue is under the jurisdiction of the Illinois Department of Transportation (IDOT), is classified as a Strategic Regional Arterial (SRA) and carries an Annual Average Daily Traffic (AADT) volume of approximately 36,200 vehicles (IDOT 2019). Milwaukee Avenue has a posted speed limit of 40 miles per hour.

Riverwalk Drive is an east-west local roadway that serves the Riverwalk office building, the 301 Riverwalk apartments, and the Shell fuel center. This roadway extends from the Lake Cook Road westbound exit ramp to Milwaukee Avenue and provides one through lane in each direction. At its signalized intersection with Milwaukee Avenue, Riverwalk Drive provides dual left-turn lanes and a shared through/right-turn lane. The west leg of this intersection is Columbus Parkway, which serves the residential homes on the west side of Milwaukee Avenue. At its signalized intersection

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee



Car Wash
Buffalo Grove, Illinois

Existing Roadway Characteristics

KLOA
Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-180 Figure: 3

Both the east and west legs of this intersection provide standard style crosswalks with pedestrian countdown signals. Riverwalk Drive and Columbus Parkway are under the jurisdiction of the Village of Buffalo Grove. Riverwalk Drive has a posted speed limit of 30 miles per hour and Columbus Parkway has a posted speed limit of 25 miles per hour.

Prague Avenue is an east-west local roadway that provides one lane in each direction. At its unsignalized intersection with Milwaukee Avenue, Prague Avenue provides a combined left /right-turn lane on the eastbound approach under stop sign control. Prague Avenue is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 miles per hour.

Chevy Chase Drive is an east-west local roadway that provides one lane in each direction. At its unsignalized intersection with Milwaukee Avenue, E. Chevy Chase Drive provides a combined left-turn/right-turn lane on the eastbound approach under stop sign control. E. Chevy Chase Drive is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 miles per hour.

Johnson Drive is an east-west local roadway that provides one lane in each direction. At its unsignalized intersection with Milwaukee Avenue, Johnson Drive provides a combined left /right-turn lane on the eastbound approach under stop sign control. However, it should be noted that the eastbound approach is wide enough to accommodate left and right-turn movements simultaneously. Johnson Drive is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 miles per hour.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period vehicle, pedestrian, and bicycle movement traffic counts during the weekday morning (7:00 to 9:00 A.M.), weekday evening (4:00 to 6:00 P.M.), and Saturday midday (11:30 AM. To 2:00 P.M. peak periods at the following intersections:

- Milwaukee Avenue with Riverwalk Drive and Columbus Parkway
- Milwaukee Avenue with Prague Avenue
- Milwaukee Avenue with Chevy Chase Drive
- Milwaukee Avenue with Johnson Drive

All counts were conducted on Thursday, June 16, 2022 and on Saturday Jun 18, 2022 except for the weekday counts at the intersections of Milwaukee Avenue with Riverwalk Drive/Columbus Parkway and Prague Avenue which were conducted in July, 2021. The results of the traffic counts showed that the weekday morning peak hour of traffic generally occurs from 7:45 A.M. to 8:45 A.M., the weekday evening peak hour of traffic generally occurs from 4:45 P.M. to 5:45 P.M., and the Saturday midday peak hour of traffic generally occurs from 12:45 P.M. to 1:45 P.M.

In order to represent normal conditions, the Year 2021 traffic counts along Milwaukee Avenue were compared with the hourly traffic counts found on the IDOT Traffic Count Database System (TCDS) website. As a result of the comparison the Year 2021 traffic counts and were increased by 35 percent during the weekday morning peak hour and by 10 percent during the weekday evening peak hour.

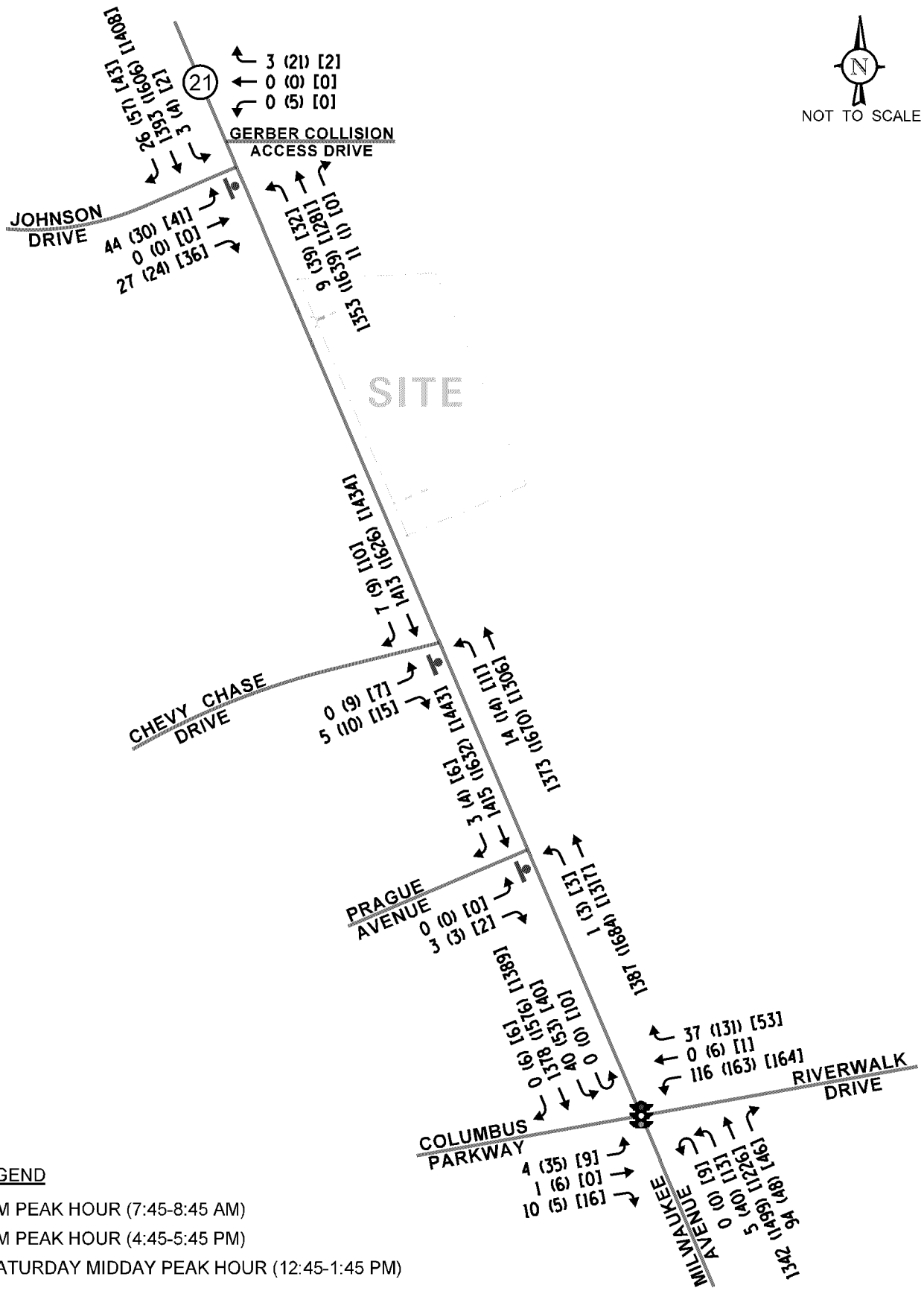
While hourly count data was not available for the Saturday midday peak hours, these traffic volumes were also increased by 10 percent. These traffic volumes were then compared to the traffic volumes conducted in 2022 and the traffic volumes were balanced along the Milwaukee Avenue corridor to their highest values.

Figure 4 illustrates the Year 2022 base traffic volumes. Copies of the traffic count summary sheets are included in the Appendix.

Crash Analysis

KLOA, Inc. obtained crash data[1] for the most recent available past five years (2017 to 2021) for the intersections of Milwaukee Avenue with Riverwalk Drive/Columbus Parkway, Prague Avenue, Chevy Chase Drive, and Johnson Drive. The crash data for the intersections of Milwaukee Avenue with Riverwalk Drive/Columbus Parkway and Milwaukee Avenue with Johnson Drive are summarized in **Tables 1** and **2**, respectively. During the review period, no crashes were reported at the intersections of Milwaukee Avenue with Prague Avenue and Chevy Chase Drive. A review of the crash data revealed that no fatalities were reported at the intersections during the reviewed period.

[1] IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.



Car Wash
Buffalo Grove, Illinois

Year 2022 Base Traffic Volumes

KLOA
Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-180 Figure: 4

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee

Table 1
MILWAUKEE AVENUE WITH RIVERWALK DRIVE – CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2017	0	0	0	0	2	0	0	2
2018	0	0	0	4	0	2	0	6
2019	0	0	0	0	0	1	0	1
2020	0	0	0	1	0	1	0	2
2021	0	0	1	1	0	0	0	2
Total	**0**	**0**	**1**	**6**	**2**	**4**	**0**	**13**
Average	**--**	**--**	**<1.0**	**1.2**	**<1.0**	**<1.0**	**--**	**2.6**

Table 2
MILWAUKEE AVENUE WITH JOHNSON DRIVE– CRASH SUMMARY

Year	Type of Crash Frequency							
	Angle	Head On	Object	Rear End	Sideswipe	Turning	Other	Total
2017	0	0	0	1	0	0	0	1
2018	0	0	0	1	0	1	1	3
2019	0	0	0	0	0	2	0	2
2020	0	0	0	0	0	0	0	0
2021	0	0	0	1	0	0	0	1
Total	**0**	**0**	**0**	**3**	**0**	**3**	**1**	**7**
Average	**--**	**--**	**--**	**<1.0**	**--**	**<1.0**	**<1.0**	**1.4**

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee

3. Traffic Characteristics of the Proposed Car Wash

To properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed car wash, including the directional distribution and volumes of traffic that it will generate.

Proposed Site and Car Wash Plan

As proposed, the site will be redeveloped to provide an automatic car wash tunnel, four employee parking spaces, and 17 vacuum parking spaces. Access to the proposed car wash will be provided via a proposed full movement access drive off Milwaukee Avenue located 170 feet north of Chevy Chase Drive. This access drive will provide one inbound land and one outbound lane. Outbound movements should be under stop sign control. The existing striped median along Milwaukee Avenue should be restriped to provide an exclusive left-turn lane. It should be noted that the access drive will be provided with a raised island median to prohibit inbound traffic from accessing the vacuum stalls.

Additional access to the development will be provided via a right-in/right-out access drive off Milwaukee Avenue located 185 feet south of Johnson Drive. This access drive will provide one inbound lane and one outbound lane with turning movements physically restricted to right turns only via a raised triangular median and this restriction should also be reinforced via signage. Outbound movements onto Milwaukee Avenue should be under stop-sign control.

A copy of the preliminary site plan is included in the Appendix.

Car Wash Operations and Circulation

The car wash tunnel will be located in the middle of the property oriented north-south. The vacuum stations will be located on the west side of the car wash tunnel. Circulation to the vacuum stations will be provided via a two-way drive aisle. Vehicles accessing the vacuum stalls prior to getting a car wash can only do so by entering the site at the northerly right-in/right-out access drive. All vehicles will have access to the vacuum stalls after utilizing the car wash.

Access to the car wash tunnel entrance will be provided via a one-way counterclockwise drive aisle on the south, east, and north sides of the building. The two queue lanes will be provided with two pay stations before the merge. Immediately after the pay stations, the two approach lanes will narrow to one lane that leads to the entrance of the car wash tunnel.

As proposed, the single-lane automatic car wash tunnel will be an exterior-only car wash system and will provide one-way, counter-clockwise circulation. Manual and automated controls will increase, decrease, or stop vehicle flow through the car wash. The entrance to the car wash will be oriented towards the north of the site and the exit will be located towards the south of the site. Each of the two approach lanes will be individually gated with a separate automatic pay station. The gates will meter the traffic flow proceeding to the car wash tunnel entrance and will open in sequence based on the order of vehicle arrival.

Once the gate is lifted for the respective lane, the individual vehicle will proceed north, west, and south to the entrance to the car wash tunnel. An emergency exit lane is proposed to be provided before the entrance to the car wash. At the entrance to the car wash tunnel, the driver will remain in the vehicle and the car wash will automatically pull the vehicle through the tunnel. After exiting the tunnel, the vehicles will proceed to either west to exit at the southerly full movement access drive or north h along the two-way drive aisle to reach the vacuum stations or to exit the site at the northerly right-in/right-out access drive.

Car Wash Stacking

According to the site plan, there will be stacking for a total of approximately 38 vehicles to queue in the two approach lanes to the two pay stations. In addition, there will be stacking for approximately ten vehicles between the pay stations and the entrance to the tunnel and five vehicles within the car wash tunnel. As such, the plan provides stacking for a total of approximately 53 vehicles from the drive aisle to the entrance to the drive-through system.

Car Wash Wayfinding and Traffic Control Signage

The following wayfinding and traffic control signage is recommended:

- Wayfinding signage should be posted to guide vehicles to the respective car wash stacking area to minimize vehicle turning movements within the internal site circulation area.
- Wayfinding signage should be posted at the exit of the car wash tunnel to direct vehicles exiting the car wash to either of the two access drives off Milwaukee Avenue.
- A "Do Not Enter" sign should be posted at the exit of the car wash tunnel to deter opposing traffic from entering the car wash tunnel from the one-way exit direction.
- A stop sign should be provided at the southern end of the vacuum station drive aisle in order to promote free-flow movement for vehicles entering the site or exiting the car wash.

Vacuum Positions

The 17 vacuum positions will be located on the west side of the car wash tunnel. A two-way drive aisle will be provided, allowing flexibility for vehicles to access the vacuum area before or after the car wash Vehicles exiting the vacuum stations utilize the two-way drive aisle to exit the site at either proposed access drive.

Peak Day Operations

Typical of any car wash, its peak operations (design day) typically occur after a weather event such as a snowfall or a rain event. Based on historical data from other car washes, this typically occurs 12 to 15 times per year.

When this peak demand occurs, the following operational procedures should be implemented:

- Increase the service rate of the tunnel to the maximum it can process.
- Should the internal vehicular queues occupy both lanes, the right-in movement at the full-movement access drive off Milwaukee Avenue should be closed via traffic cones and an attendant should direct traffic to enter via the right-in/right-out access drive.
- Direct traffic to stack on the drive aisle within the vacuum stalls. This would provide the car wash with additional stacking for approximately 16 to 20 vehicles (stacked side by side).
- Provide staff at critical locations within the circulation system during peak periods at the car wash to help direct and manage the flow of traffic through the site. Critical internal locations where staff should be located include at the pay stations and at the exit of the car wash.

Directional Distribution of Site Traffic

The directions from which traffic will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of vehicles to/from the proposed car wash.

Facility-Generated Traffic Volumes

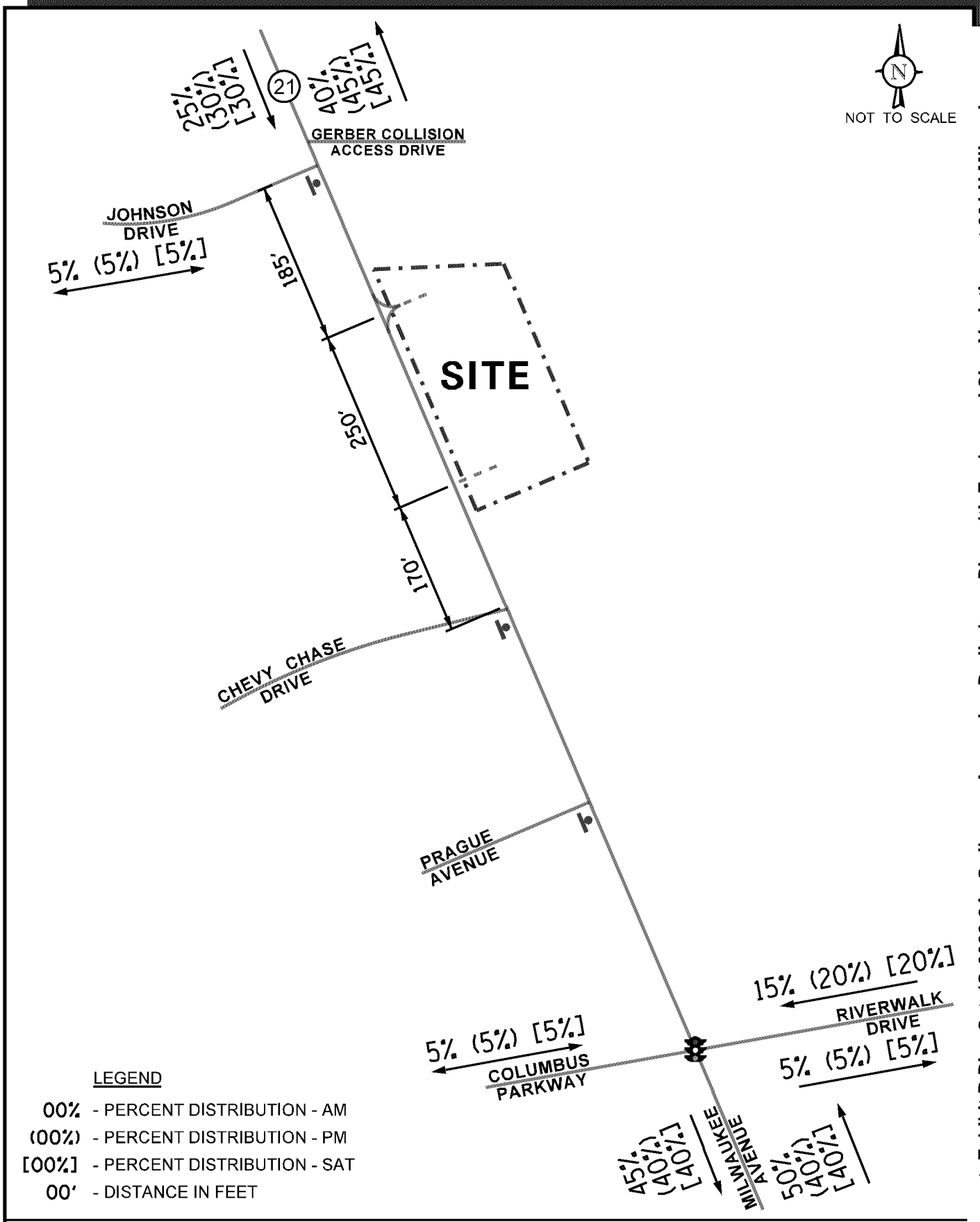
The number of peak hour trips estimated to be generated by the proposed car wash was based on vehicle trip generation rates contained in *Trip Generation Manual*, 11th Edition, published by the Institute of Transportation Engineers (ITE). The "Automated Car Wash" (Land-Use Code 948) rate was utilized for the proposed car wash tunnel.

It is important to note that surveys conducted by ITE have shown that a considerable number of trips made to car washes are diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips. Such diverted trips are referred to as pass-by traffic. However, in order to present a worst-case scenario, no reduction in the site-generated traffic was taken into account.

Based on the data provided in the ITE Manual for an automated car wash (Land-Use Code 948), the typical usage is approximately 71 vehicles per hour during the weekday evening peak hour and 152 vehicles per hour during the Saturday midday peak hour. The ITE Manual does not provide data for the morning peak hour for an automated car wash. For the purposes of the evaluation, it was assumed to be approximately one-third of the weekday evening peak hour trip generation.

Table 3 summarized the estimated peak hour trips.

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee



LEGEND

00% - PERCENT DISTRIBUTION - AM
(00%) - PERCENT DISTRIBUTION - PM
[00%] - PERCENT DISTRIBUTION - SAT
00' - DISTANCE IN FEET

Car Wash Buffalo Grove, Illinois	Directional Distribution	KLOA Kenig,Lindgren,O'Hara,Aboona,Inc. Job No: 22-180 Figure: 5

Table 3
PEAK HOUR SITE-GENERATED TRAFFIC VOLUMES

ITE Land-Use Code	Type	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Saturday Midday Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
948	Car Wash (1 tunnel)	12	12	24	35	36	71	76	76	160

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed car wash.

Car Wash Traffic Assignment

The estimated weekday morning, weekday evening, and Saturday midday peak hour traffic volumes that will be generated by the proposed car wash were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The traffic assignment for the car wash is illustrated in **Figure 6**.

Background (No-Build) Traffic Conditions

The base traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on 2050 Average Daily Traffic (ADT) projections provided by the Chicago Metropolitan Agency for Planning (CMAP) in a letter dated July 29, 2021, the existing traffic volumes were increased by an annually compounded growth rate for six years totaling one percent to represent Year 2028 background conditions.

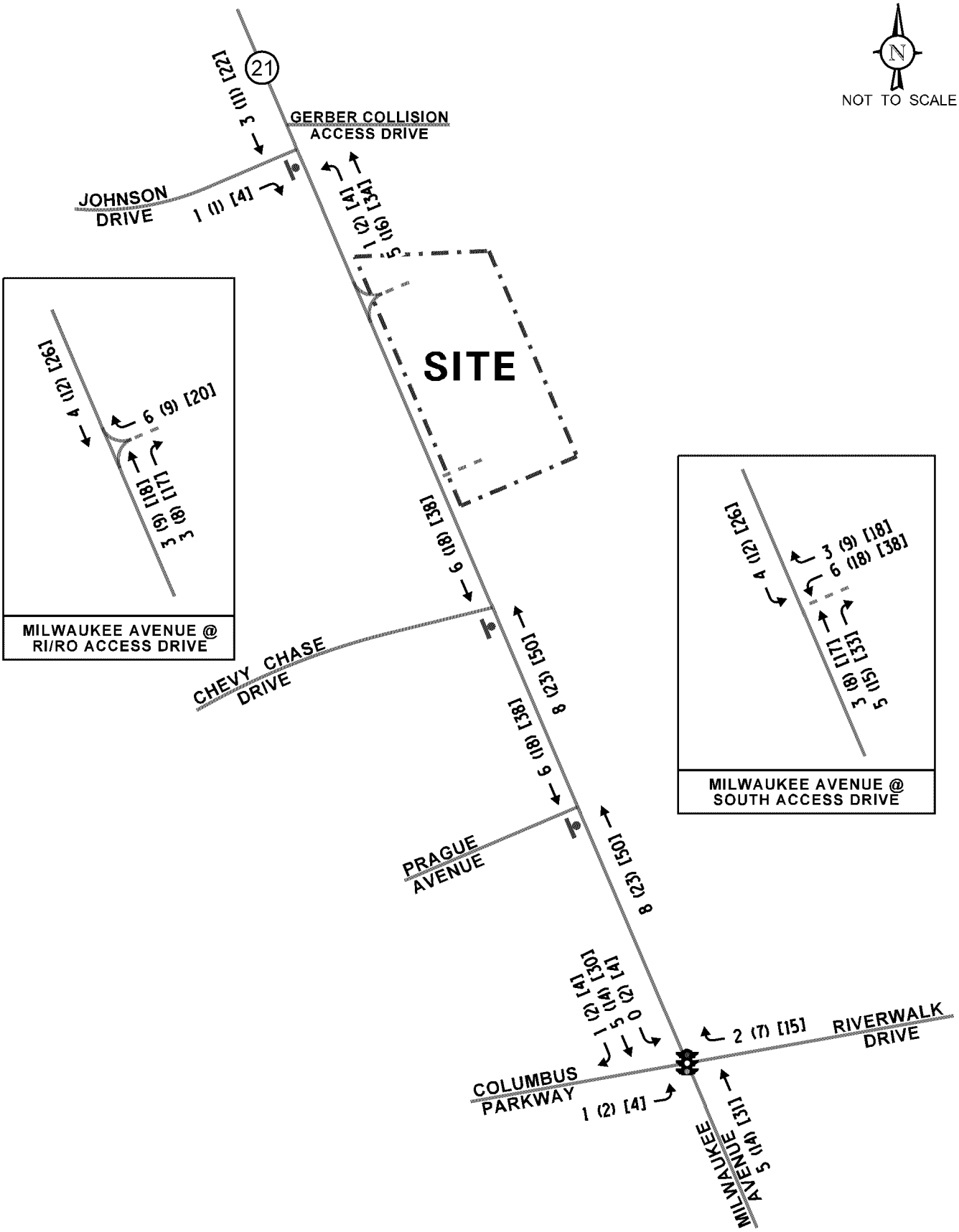
Additionally, the traffic estimated to be generated by the previously approved expansion of the Speedway gas station located in the northeast quadrant of the intersection of Milwaukee Avenue with Riverwalk Drive was included in the background conditions to determine the Year 2028 no-build traffic volumes.

Figure 7 shows the Year 2028 no-build traffic volumes.

Year 2028 Total Projected Traffic Volumes

The Year 2028 total projected traffic volumes include the no-build traffic volumes and the traffic estimated to be generated by the proposed car wash (Figures 7 and 6). **Figure 8** shows the Year 2028 total projected traffic volumes.

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee



Car Wash
Buffalo Grove, Illinois

Site-Generated Traffic Volumes

KLOA
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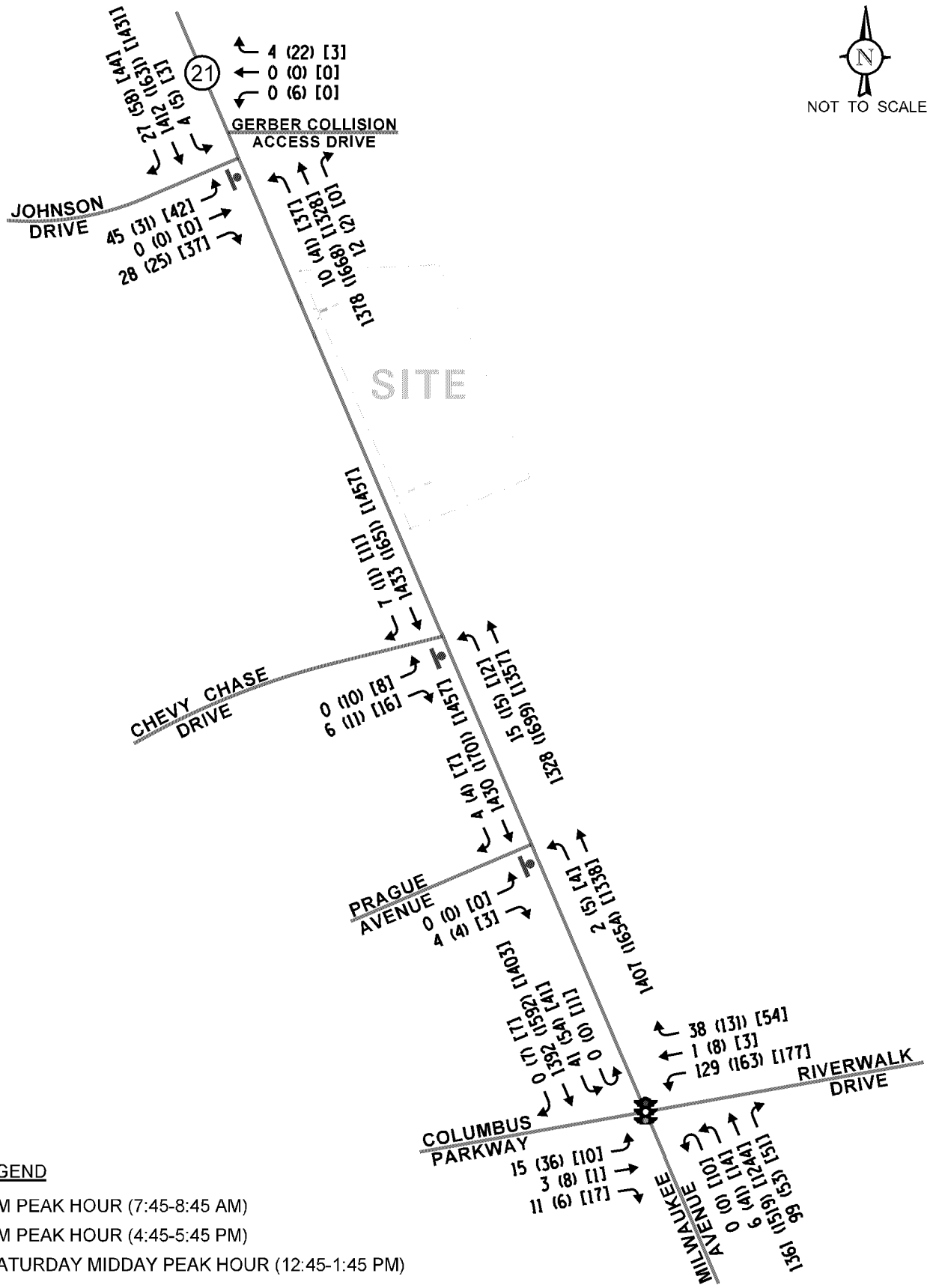
Job No: 22-180 Figure: 6

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee



Car Wash
Buffalo Grove, Illinois

Year 2028 No-Build Traffic Volumes

KLOA
Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-180 Figure: 7

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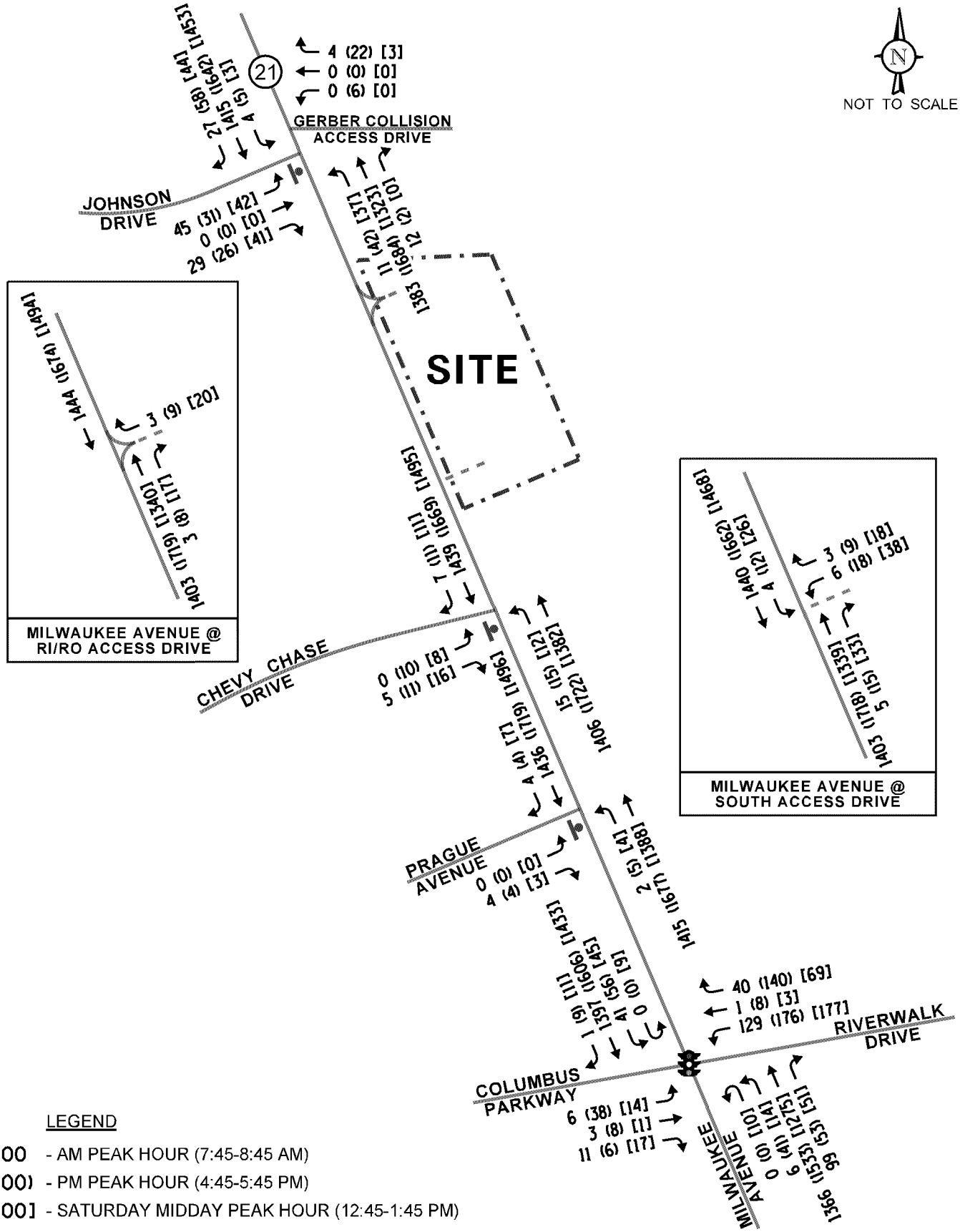

Car Wash
Buffalo Grove, Illinois

Year 2028 Total Projected Traffic Volumes

KLOA
Kenig,Lindgren,O'Hara,Aboona,Inc.

Job No: 22-180 Figure: 8

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning, weekday evening, and Saturday midday peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning, weekday evening, and Saturday midday peak hours for the base (Year 2022), no-build, and future projected (Year 2028) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM),* 6th Edition and analyzed using the Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersections were accomplished using actual cycle lengths, phasings, and offsets to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the base, Year 2028 no-build, and Year 2028 total projected conditions are resented in **Tables 4** through **7**. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.

Attachment: Exhibit B Plan Set (O-2022-84 : Ordinance Approving Preliminary Plan with Zoning and Sign Variations at 301 N Milwaukee

Table 4
CAPACITY ANALYSIS RESULTS – MILWAUKEE AVEN. WITH RIVERWALK DR./COLUMBUS PKWY – SIGNALIZED

	Peak Hour	Eastbound		Westbound		Northbound			Southbound		Overall
		L	T/R	L	T/R	L	T	R	L	T/R	
Weekday Morning Peak Hour	Existing Conditions	E 57.8	E 57.2	E 59.1	D 53.4	A 4.8	A 8.8	A 2	A 5.2	A 6.7	B 10.3
		E - 57.3		E - 57.7		A - 8.4			A - 6.7		
	No-Build Conditions	E 58.0	E 57.4	E 59.5	D 52.8	A 5.2	A 9.2	A 2.1	A 5.5	A 7.0	B 10.9
		E - 57.6		E – 58.0		A – 8.7			A – 7.0		
	Projected Conditions	E 58.2	E 57.4	E 59.3	D 53.3	A 5.2	A 9.2	A 2.1	A 5.5	A 7.1	B 11.0
		E - 57.6		E - 57.9		A - 8.7			A - 7.0		
Weekday Evening Peak Hour	Existing Conditions	E 66.0	E 59.6	D 45.3	E 67.0	B 11.3	B 17.4	A 2.1	B 11.9	B 18.0	C 21.1
		E - 64.5		E - 55.2		B - 16.8			B - 17.8		
	No-Build Conditions	E 66.2	E 60.0	D 45.5	E 67.0	B 11.6	B 17.6	A 2.2	B 12.1	B 18.2	C 21.2
		E - 64.4		E - 55.3		B - 16.9			B – 18.0		
	Projected Conditions	E 66.6	E 60.0	D 44.7	E 66.6	B 12.3	B 18.5	A 2.2	B 13.0	B 19.1	C 22.2
		E - 64.7		E - 54.7		B - 17.8			B - 18.9		
Saturday Midday Peak Hour	Existing Conditions	E 56.0	E 55.2	E 56.2	D 51.6	A 5.6	A 9.4	A 2.3	A 5.8	A 9.3	B 12.9
		E - 55.5		E - 55.1		A - 9.1			A - 9.2		
	No-Build Conditions	E 56.2	E 55.4	E 56.4	D 51.7	A 5.8	A 9.8	A 2.3	A 6.1	A 9.6	B 13.4
		E - 55.7		E - 55.3		A - 9.4			A - 9.5		
	Projected Conditions	E 56.9	E 55.4	E 55.1	E 60.6	A 6.0	B 10.2	A 2.3	A 6.4	A 10	B 14
		E – 56.1		E – 56.7		A - 9.8			A - 9.9		

Letter denotes Level of Service L – Left Turns R – Right Turns
Delay is measured in seconds. T – Through

Table 5
CAPACITY ANALYSIS RESULTS – YEAR 2022 BASE CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay	LOS	Delay
Milwaukee Avenue with Prague Avenue						
• Eastbound Approach	C	18.1	C	22.0	C	16.7
• Northbound Left Turn	C	23.5	D	25.4	D	27.4
Milwaukee Avenue with Chevy Chase Drive						
• Eastbound Approach	C	15.3	D	29.5	C	24
• Northbound Left Turn	B	13.3	B	14.4	B	13.3
Milwaukee Avenue with Johnson Drive						
• Eastbound Approach	F	64.4	F	69.7	F	51.0
• Westbound Approach	C	15.3	E	35.4	B	14.0
• Northbound Left Turn	B	13.7	C	16.4	B	14.1
• Southbound Left Turn	B	13.1	B	14.7	B	12.0

LOS = Level of Service
Delay is measured in seconds.
Note: All intersections under two-way stop sign control

Table 6
CAPACITY ANALYSIS RESULTS – YEAR 2028 NO-BUILD CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay	LOS	Delay
Milwaukee Avenue with Prague Avenue						
• Eastbound Approach	C	18.4	C	23.2	C	16.9
• Northbound Left Turn	C	24	D	27.4	D	27.9
Milwaukee Avenue with Chevy Chase Drive						
• Eastbound Approach	C	15.5	D	30.9	D	25.4
• Northbound Left Turn	B	13.5	B	14.7	B	13.5
Milwaukee Avenue with Johnson Drive						
• Eastbound Approach	F	69.3	F	76.3	F	56.3
• Westbound Approach	C	15.5	E	40.5	B	14.4
• Northbound Left Turn	B	13.9	C	16.8	B	14.5
• Southbound Left Turn	B	13.3	B	15.0	B	12.3

LOS = Level of Service
Delay is measured in seconds.
Note: All intersections under two-way stop sign control

Table 7
CAPACITY ANALYSIS RESULTS – YEAR 2028 PROJECTED CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay	LOS	Delay
Milwaukee Avenue with Prague Avenue						
• Eastbound Approach	C	18.4	C	23.5	C	17.3
• Northbound Left Turn	C	24.2	D	28.0	D	29.2
Milwaukee Avenue with Chevy Chase Drive						
• Eastbound Approach	C	15.5	D	31.5	D	26.2
• Northbound Left Turn	B	13.5	B	14.8	B	13.8
Milwaukee Avenue with Johnson Drive						
• Eastbound Approach	F	68.7	F	77.2	F	56.5
• Westbound Approach	C	15.6	E	41.6	B	14.4
• Northbound Left Turn	B	14.0	C	17.0	B	14.7
• Southbound Left Turn	B	13.4	C	15.1	B	12.3
Milwaukee Avenue with Full Movement Access Drive						
• Westbound Approach	D	28.4	E	48.2	E	38.8
• Southbound Left Turn	B	12.9	C	16.3	B	13.0
Milwaukee Avenue with Right-In/Right-Out Access Drive						
• Westbound Approach	C	15.4	C	18.2	C	15.1

LOS = Level of Service
Delay is measured in seconds.
Note: All intersections under two-way stop sign control

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the facility-generated traffic.

Milwaukee Avenue with Riverwalk Drive and Columbus Parkway

The results of the capacity analysis indicate that overall this intersection currently operates at Level of Service (LOS) B during the weekday morning and Saturday midday peak hours while it operates at Level of Service C during the evening peak hours. The eastbound and westbound approaches are operating at LOS E or better during the weekday morning, evening, and Saturday midday peak hours. The northbound and southbound approaches currently operate at LOS B or better during all the peak hours.

Under Year 2028 no-build conditions, this intersection will continue to operate at LOS B during the weekday morning and Saturday midday peak hours and LOS C during the weekday evening peak hour with increases in delay of less than one second. All approaches will operate at the same existing levels of service during both peak hours with increases in delay of less than one second.

Under Year 2028 total projected conditions, this intersection will continue to operate at the same existing level of service during all the peak hours with increases in delay of less than one second. All approaches will continue to operate at the same existing levels of service during all the peak hours with increases in delay of less than one second. As such, this intersection has sufficient capacity to accommodate the traffic projected to be generated by the proposed carwash.

Milwaukee Avenue with Prague Avenue

The results of the capacity analysis indicate that the eastbound approach operates at LOS C during all the peak hours while the northbound left turn movements operate at LOS C during the weekday morning peak hour and LOS D during both weekday evening and Saturday midday peak hours.

Under Year 2028 no-build conditions, all the approaches will continue to operate at the same level of service during all the peak hours with increases in delay of less than two seconds.

Under Year 2028 total projected conditions, all movements will continue to operate at the same levels of service during all the peak hours with increases in delay of less than one second over the no-build condition except for the northbound left-turn movements which will experience an increase of less than two seconds over the no-build condition during the Saturday midday peak hour. Overall, the traffic that will be generated by the proposed carwash will have a limited impact on the operations of this intersection.

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Milwaukee Avenue with E. Chevy Chase Drive

The results of the capacity analysis indicate that the northbound left-turn movements are operating at LOS B during all the peak hours. In addition, the eastbound approach currently operates at LOS C during the weekday morning and Saturday midday peak hour, and LOS D during the weekday evening peak hour. This is normal and expected when a minor road intersects a major road such as Milwaukee Avenue.

Under Year 2028 no-build conditions, the northbound left-turn movements and the eastbound approach will continue to operate at the same levels of service during all the peak hours with increases in delay of less than one second, except for the eastbound approach movements which will operate at LOS D during the Saturday midday peak hour with an increase in delay of less than two seconds.

Under Year 2028 total projected conditions, the northbound left-turn movements and the eastbound approach will continue to operate at the same levels of service during all the peak hours with increases in delay of less than one second. Overall, the traffic that will be generated by the proposed carwash will have a limited impact on the operations of this intersection.

Milwaukee Avenue with Johnson Drive

The results of the capacity analysis indicate that the eastbound approach operates at LOS F during all the peak hours with a volume to capacity ratio of less than one which is normal and acceptable for an unsignalized intersection of a minor road intersecting a major roadway such as Milwaukee Avenue. Other approaches operate at LOS E or better during all the peak hours.

Under Year 2028 no-build conditions, the eastbound approach will continue to operate at LOS F with a volume to capacity ratio of less than one during all the peak hours with increases in delay of approximately five seconds. Other approaches will continue to operate at the LOS E or better with increases in delay of less than one second except for the westbound approach during the weekday evening peak hour which will have an increase in delay of approximately five seconds.

Under Year 2028 total projected conditions, the eastbound approach will continue to operate at LOS F with increases in delay of less than one second during all the peak hours. It should be noted that the approach will continue to experience a volume to capacity ratio of less than one with 95th percentile queues of three vehicles during the weekday evening peak hour which indicate that the vehicles will be able to exit with less delays and more efficiently than indicated by the results of the capacity analyses.

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Milwaukee Avenue with Proposed Full Movement Access Drives

The results of the capacity analysis indicate that the westbound approach will operate at LOS E or better during all the three peak hours with 95th percentile queues of one or two vehicles that will be accommodated by the proposed full movement access drive. The southbound left-turn movements will operate at LOS C or better during all the peak hours. As such, the proposed full movement access drive will be adequate in accommodating the traffic estimated to be generated by the proposed carwash and will ensure efficient and flexible access is provided.

Milwaukee Avenue with Proposed Right-In/Right-Out Access Drives

The results of the capacity analysis indicate that the westbound approach will operate at LOS C during all the three peak hours with 95th percentile queues of one or two vehicles that will be accommodated by the proposed right-in/right-out access drive. As such, the proposed access drive will be adequate in accommodating the traffic estimated to be generated by the proposed carwash and will ensure efficient and flexible access is provided.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The new traffic projected to be generated by the proposed car wash will be reduced due to the volume of pass-by traffic diverted from the existing traffic on Milwaukee Avenue.
- The results of the capacity analysis indicated that the existing roadway system will have sufficient reserve capacity to accommodate the traffic that will be generated by the proposed car wash and no additional roadway improvements or traffic control modifications are required.
- Access to the proposed car wash will be provided via a proposed full movement access drive and a proposed right-in/right-out access drive off Milwaukee Avenue. The existing striped median along Milwaukee Avenue should be restriped to provide an exclusive left-turn lane.
- In order to enhance the flow of traffic through the car wash site on peak days, the operator should consider implementing the following recommendations:
    - Increase the service rate of the tunnel to the maximum it can process.
    - Should the internal vehicular queues occupy both lanes, the right-in movement at the full-movement access drive off Milwaukee Avenue should be closed via traffic cones and an attendant should direct traffic to enter via the right-in/right-out access drive.
    - Direct traffic to stack on the drive aisle within the vacuum stalls. This would provide the car wash with additional stacking for approximately 16 to 20 vehicles (stacked side by side).
    - Provide staff at critical locations within the circulation system during peak periods at the car wash to help direct and manage the flow of traffic through the site. Critical internal locations where staff should be located include at the pay stations and at the exit of the car wash.

MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, JULY 20, 2022

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of a Preliminary Plan, Zoning Variations and a Sign Variation to Allow the Construction of a New Carwash Facility, to be Called Spotless Auto Spa at 301 N. Milwaukee Avenue (Trustee Ottenheimer) (Staff Contact: Kelly Purvis)

Ms. Puris, deputy community development director, provided a background on the subject property and the subsequent variances for the project.

Mr. Zocher, contract purchaser, provided additional detail regarding the proposed car wash. He provided a PowerPoint, going through several exhibits for the site.

Mr. Spallone noted that everyone did a really great job of explaining the project. He discussed the steps that he took after the last workshop to address the south entrance/exit. Mr. Aboona went back over their traffic study, and everyone feels very confident in the results.

Mr. Aboona talked about the critical element of traffic and discussed the modifications they made.

Com. Spunt asked about peak times when people want to turn left.

Mr. Spallone explained the technology that is built into the car wash that is a safety measure.

Com Au asked about the turn in on the southern entrance. What if some turned in on accident, how do they get out.

Mr. Spallone said the escape always comes after the pay booth.

Com. Richards asked staff to confirm the variances that are up for vote.

Ms. Purvis confirmed that the variances and the setback for the property.

Chairperson explained that many setback issues arise off Milwaukee due to the widening of the road.

Com. Moodhe asked about the run time

Mr. Spallone said from the pay station, it is 3 minutes, and 20 seconds thereafter. If there is a backup, they crank up the belt to move cars through the car wash faster.

Com. Moodhe asked about the shutdown mechanism.

Mr. Spallone said it is in the cameras on site.

Com. Moodhe asked if it will it watch the traffic on Milwaukee Ave.

Mr. Spallone said yes including the median.

Com. Moodhe asked how many workers will be on site.

Mr. Spallone said max 6, min 3.

Com. Moodhe ask if staff is sufficient.

Mr. Spallone said yes and explained the process and the staff responsibilities.

Com. Moodhe asked if they timed vehicles coming out southbound.

Mr. Aboona said they ran analysis with a variety of circumstances.

Mr. Spallone explained what they did for queuing and turning with traffic. 9 o'clock and 5 o'clock for 30 minutes each time.

Com. Moodhe said it took him 3 minutes to pull out. He expressed his concerns due to the time it took him to leave and the circumstances that will cause traffic backups.

Mr. Spallone explained the car wash in bartlett, which is situated in a similar way on a busy street.

Com. Moodhe ask who is responsible for restriping.

Mr. Spallone said we are. IDOT signs off on Mr. Aboona

Com. Moodhe asked if Mr. Aboona had anything more to say.

Mr. Aboona said their recommendations for ideal flow has been fully incorporated in the plan.

Com. Khan asked if they offer any other services.

Mr. Spallone said just car wash and vacuum

Com. Khan asked how many cars in a day will be using the car wash.

Mr. Spallone said they are projecting 350 cars a day over at 15-hour period on average.

Com. Khan asked if any of their peak car wash times coincide with the peak traffic hours.

Mr. Spallone said before rush hour, lunch, and between 7-9 PM.

Com. Khan asked if they did a gap study?

Mr. Aboona said they did not do a gap study due to the lack of significance. 1 car every 3 minutes is not significant. Noting it is less than one percent.

Com. Khan asked what kind of median will be out there.

Mr. Aboona said a stripped median.

Com. Khan asked if IDOT is okay with the plan.

Mr. Aboona said yes.

Mr. Spallone said they haven't provided the permit, but they are OK with the plan, but need to provide the final engineering study.

Com. Khan asked what the 24-hour traffic looks like.

Mr. Aboona 36,000 cars.

Com. Khan asked how many access points the restaurants had when it was there.

Mr. Aboona said 2

Com. Davis asked how they came to the conclusion for right in right out on both access points.

Mr. Spallone said it is an operational purpose. He explained how access impact people revisiting the site.

Com. Weinstein asked about the signage variation. Who is going to see the signs.

Mr. Spallone explained that there is a gap, and it helps with sound. It is more for esthetics.

Com. Weinstein asked them if they have reviewed the conditions set by staff.

Mr. Spallone said yes.

Com. Weinstein asked if they anticipate the striping being an issue.

Mr. Spallone said no.

Com. Weinstein asked what the average time would be to wait.

Mr. Spallone said they have workers who educate customers at the pay stations.

Com. Moodhe asked staff if they had any concerns from the public.

Ms. Purvis said no just one call for questions.

Com. Moodhe asked if the crash information is provided.

Mr. Aboona said the crash information is provided by IDOT.

Com. Moodhe said that not all municipality provided information to IDOT.

Mr. Aboona said yes, but IDOT has criteria for reporting.

Com. Moodhe asked staff about where the project is at in the process.

Ms. Purvis said after the recommendation tonight, it will go to the Village Board for final approval.

Chairperson Cesario said thank you for the petitioners.

Mr. Spallone summarized the car wash and what they are bringing to the community.

Com. Khan asked if they have different levels of washes.

Mr. Spallone said there are four levels.

Com. Spunt asked about the blower system.

Mr. Spallone explained their blower system

Chairperson entered the Village staff report as exhibit one and the petitioners slides as exhibit two.

Mr. Spallone said thank you and how happy they are to be here.

The public hearing closed at 8:32 PM

Chairperson explained that everyone has the same concern about traffic, but the variances and setbacks were nominal and spoke in favor of the work they did for the site.

Com. Spunt spoke in favor of the project.

Com. Davis said he appreciated the work and the depth of information contained in the traffic study.

Com. Moodhe said his biggest issues are with safety as it relates to traffic.

Com. Weinstein made a motion to recommend approval to the Village Board for a Preliminary Plan with Variations from the Zoning Code pertaining to the location of accessory structures in relation to the principal structure and the width of the landscape buffer adjacent to the right-of-way; and with a Variation from the Sign Code pertaining to the orientation of two of the proposed wall signs, all to accommodate the construction of a new carwash facility at 301 N. Milwaukee Avenue, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.

2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.

3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.

4. The fire truck turn exhibit shall be revised to the satisfaction of the Fire Chief prior to issuance of any building permits.

5. As recommended by the Traffic Impact Study prepared by KLOA and dated June 29, 2022:

a. The painted median on Milwaukee Avenue shall be restriped to provide an exclusive left-turn lane into the full-movement access drive at the south end of the site, subject to the review and approval by IDOT.

b. The carwash wayfinding and traffic control signage shall be installed on the site as noted in the Traffic Impact Study.

6. The operator shall closely monitor traffic circulation and stacking during peak operating days/hours and take appropriate measures to ensure that adequate stacking is provided. If the Village determines, at its sole discretion, that additional stacking should be provided to accommodate peak demand on site, the petitioner shall adjust their operating procedures in a manner acceptable to the Village.

Com. Richards seconded the motion.

RESULT:	**RECOMMENDATION TO APPROVE [UNANIMOUS]**
	Next: 8/15/2022 7:30 PM
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Au, Richards, Davis
ABSENT:	Neil Worlikar

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Jul 6, 2022 12:00 AM

RESULT:	**ACCEPTED [6 TO 0]**
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Davis
ABSTAIN:	Amy Au, Kevin Richards
ABSENT:	Neil Worlikar

Chairman's Report

Chairperson Cesario gave his chairman's report

Committee and Liaison Reports

Com. Spunt reviewed the Village Board Meeting he attended and the PZC items that were approved by the Village Board.

Staff Report/Future Agenda Schedule

Ms. Purvis provided information on upcoming items for the Commission.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:42 PM

Action Items

_____

Chris Stilling

APPROVED BY ME THIS 20th DAY OF July, 2022

Ordinance No. O-2022-85 : Arlington Heights Road Crosswalk Relocation

Recommendation of Action

Staff recommends approval.

The Arlington Heights Road Crosswalk Relocation project was bid on August 4th, 2022 and the lowest responsible and responsive bidder was Alliance Contractors, Inc. of Woodstock, IL. Staff recommends approval of the contract to Alliance Contractors, Inc. in the amount of $102,933.07, pending Village Attorney and Engineering review.

ATTACHMENTS:

- Arlington Heights Rd Crossing Bid Award Memo (DOCX)
- Arlington Heights Rd Crossing Bid Award Ordinance (DOCX)
- Bid Tabulation_2022-08-04_AH Rd Crossing (PDF)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, August 15, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: August 10, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Arlington Heights Road Crosswalk Relocation Award of Bid

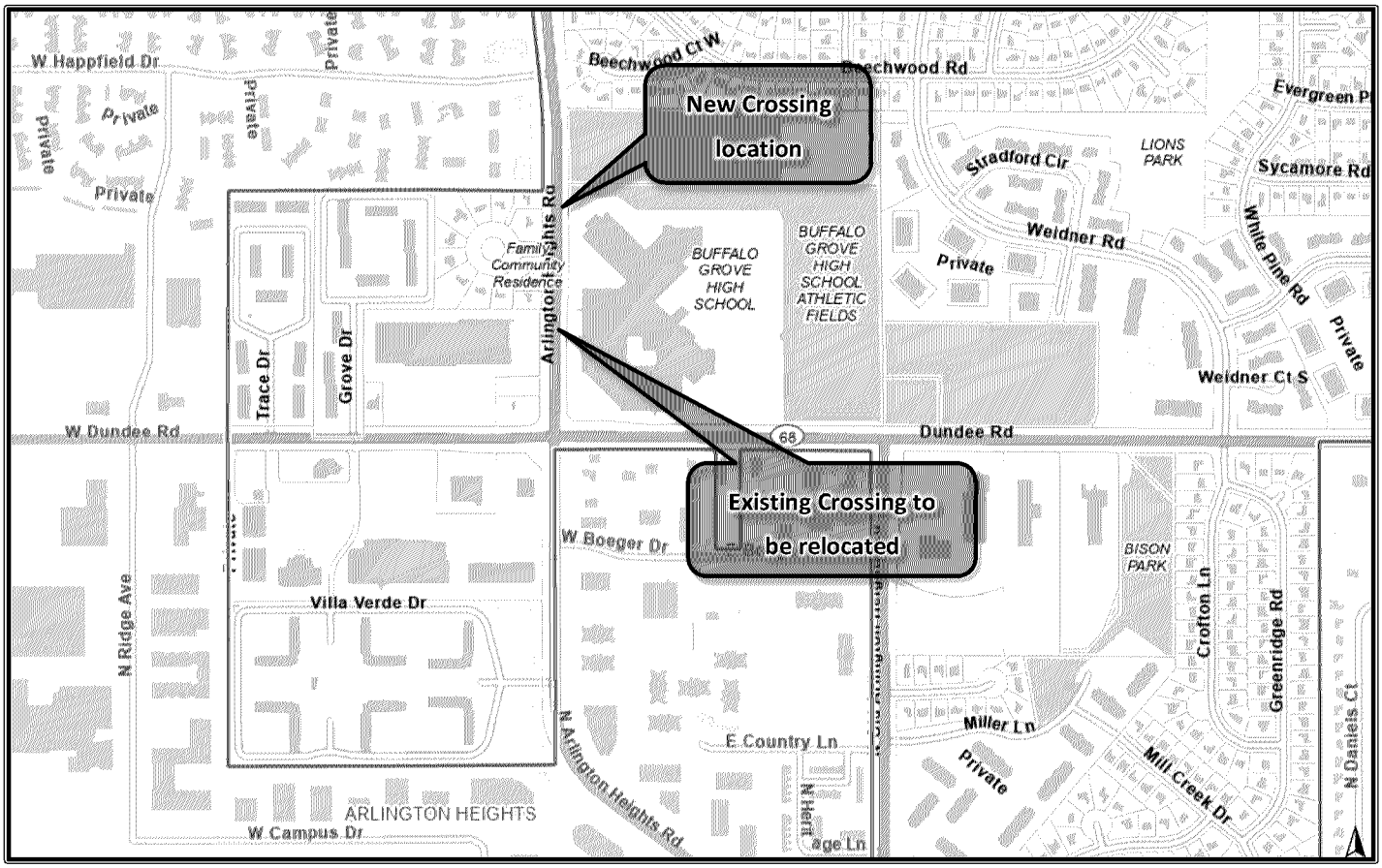
---

The Arlington Heights Road Crosswalk Relocation project includes the removal of the existing crossing and the relocated installation of a new pedestrian crossing across Arlington Heights Road adjacent to Buffalo Grove High School. The new installation moves the crossing further north, away from the mid-block crossing near the Strathmore Shopping Center and the Dundee Road intersection and includes a pedestrian refuge island to limit the distance pedestrians are required to cover between vehicles. The project was advertised for bids and opened on August 4th, 2022. The lowest, qualified bid was in the amount of $102,933.07 from Alliance Contractors, Inc.

Staff recommends that the Village Board award the contract to Alliance Contractors, Inc. as the firm is qualified to perform the work and is the lowest bidder. An Invest In Cook grant in the amount of $40,000 from the Cook County Division of Transportation and Highways has been awarded for this work.

Attachment: Arlington Heights Rd Crossing Bid Award Memo (O-2022-85 : Arlington Heights Road Crosswalk Relocation)

LOCATION MAP



Attachment: Arlington Heights Rd Crossing Bid Award Memo (O-2022-85 : Arlington Heights Road Crosswalk Relocation)

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH ALLIANCE CONTRACTORS, INC.

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

WHEREAS, the Village seeks to enter into a Construction Contract with Alliance Contractors, Inc. for relocation of the pedestrian crossing across Arlington Heights Road at Buffalo Grove High School,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Alliance Contractors, Inc. for the relocation of the pedestrian crossing across Arlington Heights Road at Buffalo Grove High School at a price not to exceed $102,933.07, pending attorney review.

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

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

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

APPROVED:

_____
Beverly Sussman, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

TABULATION OF BIDS

Project: Arlington Heights Road Crosswalk Relocation
Proposal No.: VoBG-2022-19
Department: Public Works
Division: Engineering
Bid Opening Date: Thursday, August 4, 2022, 9:00 A.M.
Bid Opening Location: virtual

				BID TABULATION			
				Alliance Contractors, Inc. *1166 Lake Ave. Woodstock, IL 60098*		Martam Construction *1200 Gasket Dr. Elgin, IL 60120*	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total
21101615	TOPSOIL FURNISH AND PLACE, 4"	35.0	SQYD	$43.00	$1,505.00	$58.00	$2,030.00
25000400	NITROGEN FERTILIZER NUTRIENT	1.0	POUND	$10.00	$10.00	$20.00	$20.00
25000600	POTASSIUM FERTILIZER NUTRIENT	1.0	POUND	$10.00	$10.00	$20.00	$20.00
25200110	SODDING, SALT TOLERANT	35.0	SQYD	$86.00	$3,010.00	$102.00	$3,570.00
25200200	SUPPLEMENTAL WATERING	5.0	UNIT	$100.00	$500.00	$120.00	$600.00
35101400	AGGREGATE BASE COURSE, TYPE B	92.0	TON	$30.00	$2,760.00	$115.00	$10,580.00
42001300	PROTECTIVE COAT	158.0	SQYD	$0.01	$1.58	$8.00	$1,264.00
42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	320.0	SQ FT	$15.95	$5,104.00	$26.00	$8,320.00
44000100	PAVEMENT REMOVAL	57.0	SQYD	$45.00	$2,565.00	$98.00	$5,586.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	61.0	FOOT	$25.00	$1,525.00	$38.00	$2,318.00
44000600	SIDEWALK REMOVAL	278.0	SQ FT	$5.00	$1,390.00	$16.00	$4,448.00
44003100	MEDIAN REMOVAL	406.0	SQ FT	$5.00	$2,030.00	$22.00	$8,932.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B- 6.12	7.0	FOOT	$88.00	$616.00	$185.00	$1,295.00
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B- 6.24	55.0	FOOT	$93.50	$5,142.50	$146.00	$8,030.00
60619200	CONCRETE MEDIAN, TYPE SB-6.06	919.0	SQ FT	$40.00	$36,760.00	$21.00	$19,299.00
67100100	MOBILIZATION	1.0	LSUM	$17,900.00	$17,900.00	$8,800.00	$8,800.00
70107025	CHANGEABLE MESSAGE SIGN	28.0	CAL DA	$40.00	$1,120.00	$48.00	$1,344.00
72000100	SIGN PANEL, TYPE 1	92.0	SQ FT	$24.00	$2,208.00	$30.00	$2,760.00
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	4.0	EACH	$100.00	$400.00	$150.00	$600.00
72800100	TELESCOPING STEEL SIGN SUPPORT	123.0	FOOT	$20.00	$2,460.00	$25.00	$3,075.00
78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	37.0	SQ FT	$25.78	$953.86	$82.00	$3,034.00
78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	75.0	FOOT	$20.55	$1,541.25	$21.00	$1,575.00
78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	96.0	FOOT	$25.78	$2,474.88	$36.00	$3,456.00
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	232.0	SQ FT	$10.00	$2,320.00	$15.00	$3,480.00
Z0013798	CONSTRUCTION LAYOUT	1.0	LSUM	$1,500.00	$1,500.00	$5,000.00	$5,000.00
Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	2.0	EACH	$250.00	$500.00	$1,200.00	$2,400.00
Z0019600	DUST CONTROL WATERING	1.0	UNIT	$1.00	$1.00	$800.00	$800.00
X1400118	CONDUIT SPECIAL	7.0	FOOT	$50.00	$350.00	$588.00	$4,116.00
CCDOTH231	TRAFFIC PROTECTION	1.0	LSUM	$4,000.00	$4,000.00	$28,400.00	$28,400.00
CCDOTH325	DETECTABLE WARNINGS (SPECIAL)	40.0	SQ FT	$40.00	$1,600.00	$81.00	$3,240.00
	RETROREFLECTIVE YELLOW FLEX POSTS	3.0	EACH	$225.00	$675.00	$280.00	$840.00
			Total Bid:		**$102,933.07**		**$149,232.00**

Attachment: Bid Tabulation_2022-08-04_AH Rd Crossing (O-2022-85 : Arlington Heights Road Crosswalk Relocation)

Ordinance No. O-2022-86 : Update Title 10 Traffic Ordinance

Recommendation of Action

Staff recommends approval.

Staff recommends approval of new yield and stop signs as recommended by the Traffic Committee.

ATTACHMENTS:

- Update title 10 Memo Miramar Mill Creek (DOCX)
- Traffic Committee Minutes 22-0802 (PDF)
- Miramar and Mill Creek sign update ordinance 22-0808(DOCX)

Trustee Liaison
Pike

Staff Contact
Darren Monico, Public Works

Monday, August 15, 2022	

ORDINANCE NO. 2022 - _____

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

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

WHEREAS, The Village Engineer and the Village's Traffic Committee review certain traffic issues in order to promote safe and efficient traffic flow within the Village of Buffalo Grove; and,

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

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

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

Mill Creek Subdivision

Radcliffe Road	Mill Creek Drive
Mill Creek Drive	Radcliffe Road

Section 2: Section BG-11-1204(c) of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following under yield sign intersections as shown by the underlined text below as follows:

Mirielle Subdivision

Avalon Drive	Miramar Lane

Attachment: Update title 10 Memo Miramar Mill Creek (O-2022-86 : Update Title 10 Traffic Ordinance)

Section 3: Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

Attachment: Update title 10 Memo Miramar Mill Creek (O-2022-86 : Update Title 10 Traffic Ordinance)

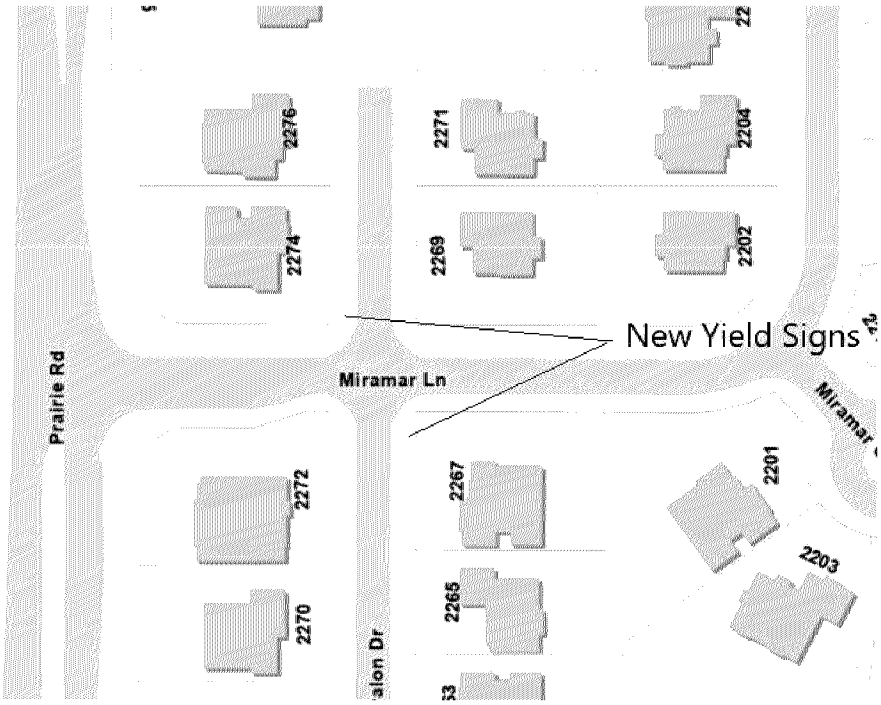
Traffic Management Committee Meeting
MEETING MINUTES (draft)
August 2, 2022
Via Microsoft Teams

ATTENDEES:

Present		Invited, Not Present
Lester Ottenheimer	Frank Horbus	Steven Casstevens
Mike Skibbe	Kelly Purvis	Gregory Pike
Darren Monico	Andrew Binder	
Andrea Larson		

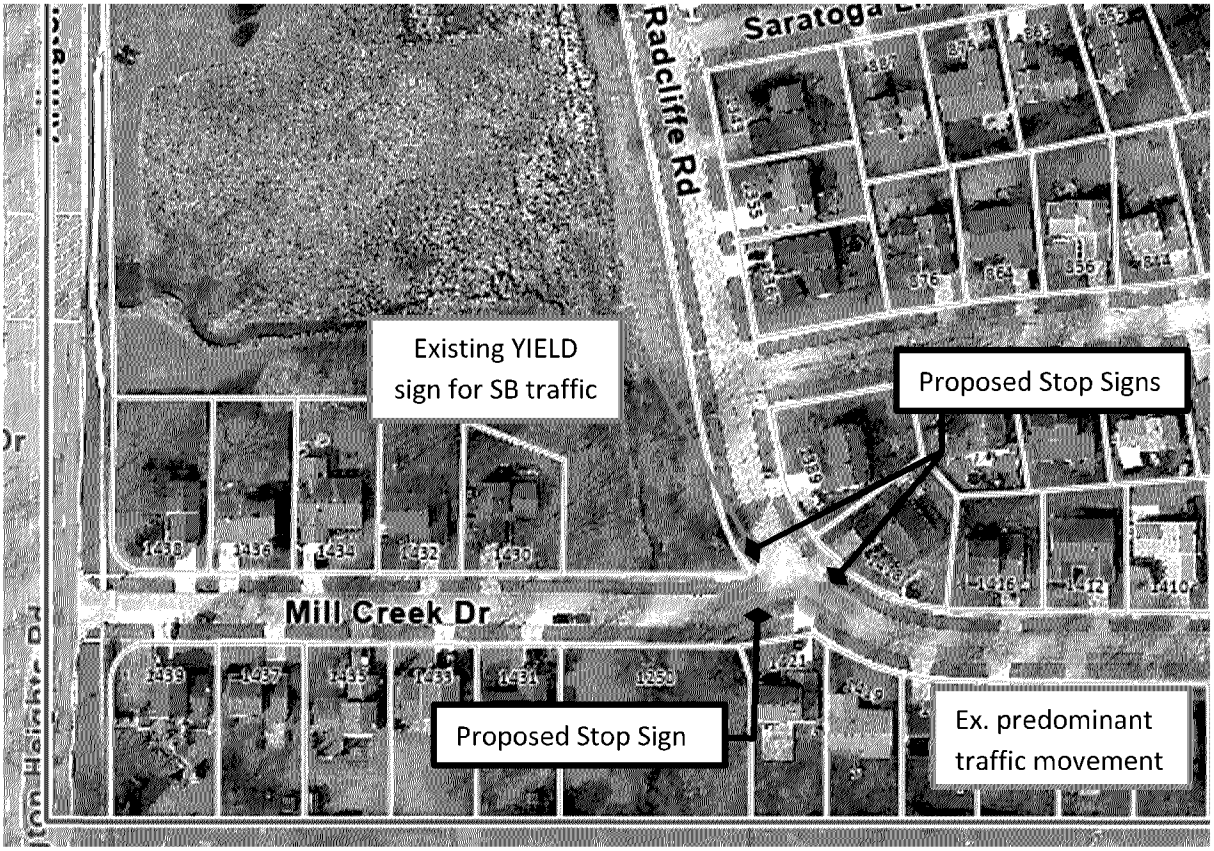
Traffic Committee Meeting Agenda:

1. Miramar Lane and Avalon Drive (Darren Monico)
   - Issue – a development to the north of this intersection will bring additional traffic in the N-S direction along Avalon Drive.
   - Discussion – Stop signs require warrants to be met per MUTCD guidelines. It is unlikely any of these significant warrants will be met even after the development to the north turns Avalon into a through street. **Committee recommend N/S yield signs.**



2. Mill Creek Drive at Radcliffe Road (Darren Monico)
   - Issue – A resident reported concerns with traffic through the intersection.
   - Discussion –
     - The primary movement through the intersection traffic is eastbound and westbound through the intersection. Stop sign warrants are met mainly due concern about clear sight triangles for eastbound traffic on Mill Creek Drive and Southbound traffic on Radcliffe Road.
     - Additional complication is westbound traffic on approach to the intersection from Mill Creek Drive. Traffic shows signs of not slowing to take the turn by routinely cutting the south corner and travels over the driveway apron at 1421 Mill Creek Dr. **The Committee recommends a stop sign be installed on all legs of the intersection** for driver consistency and expectation as well as calming the primary traffic movement.

Attachment: Traffic Committee Minutes 22-0802 (O-2022-86 : Update Title 10 Traffic Ordinance)



3. Bernard Drive school traffic issues (Andrea Larson & Darren Monico)
   - Issue – Brought to our attention by young resident and student of Cooper MS:
     Parents of Cooper Middle School and Longfellow Elementary School parking for student pickup utilize both sides of Bernard Drive for parking to wait for dismissing students. This creates visibility issues to pedestrians crossing Bernard. The student would like to present to the Village Board on her concerns and solutions.
   - Discussion Items:
     - Parking on Bernard - Parking restrictions – IL State Statutes already prohibit parking in *front of a public or private driveway; Within 15 feet of a fire hydrant; Within 20 feet of a crosswalk at an intersection; Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway*
     - Adding a crosswalk across Bernard Drive at the east side of Indian Hills Drive. This would act as an extension of the pedestrian route already established for students from Cooper Middle School across Plum Grove Circle. Establishing a crosswalk with proper school signage would be appropriate since Bernard Drive is a collector route and the nearest crossing on Bernard is 900 feet from the proposed location at Arlington Heights Road. It should be noted that crosswalks have the potential to induce a false sense of security to pedestrian users and their placement should be coupled with additional educational and parking enforcement measures. A crosswalk at this location should also be installed with extended parking restrictions of 50' along Bernard on either approach to ensure proper site triangles are maintained.
     - Educational campaigns and drawing the public's attention to crosswalks. Educational campaigns to raise awareness of crosswalks are ALWAYS needed! The Village may want to partner with local schools to raise awareness of crosswalk safety. Coordinating with schools to design colorful and interesting crosswalks can be part of a larger social media educational campaign to get the word out about crosswalk safety.

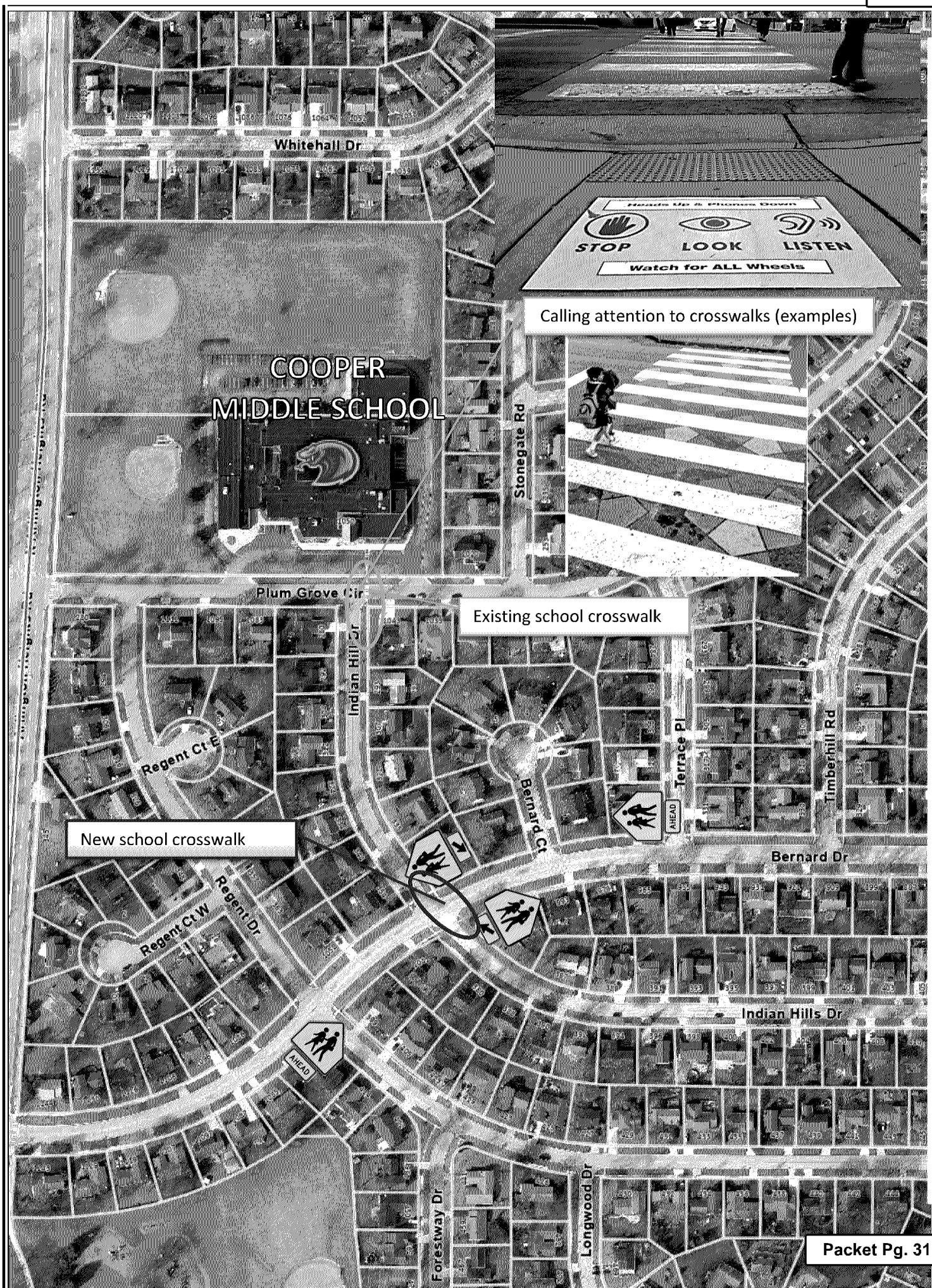
Committee Recommendations:

Installation of reminder signs (both permanent and temporary) to remind parents of State-wide restrictions. (i.e. NO PARKING HERE TO CORNER) The Village can also request the schools remind parents to limit parking in restricted locations to only immediate loading times as needed and not extended wait times.

Installation of a crosswalk across Bernard at the east side of Indian Hill with extended parking restrictions (50' on both sides of the markings along Bernard) and school crossing signage.

Support of student educational efforts with supplemental information and staff to supply expert knowledge as needed for talks to schools.

Partner with the middle schools (similar to the Name the Plow campaign last year) to create and install crosswalk art at the Village's middle schools as part of an educational campaign


Whitehall Dr
COOPER
MIDDLE SCHOOL
Stonegate Rd
Plum Grove Cir
Existing school crosswalk
Indian Hill Dr
Regent Ct E
Terrace Pl
Timberhill Rd
Bernard Ct
Bernard Dr
New school crosswalk
Regent Ct W
Regent Dr
Indian Hills Dr
AHEAD
Forestway Dr
Longwood Dr
Heads Up & Phones Down
STOP
LOOK
LISTEN
Watch for ALL Wheels
Calling attention to crosswalks (examples)

ORDINANCE NO. 2022 - _____

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

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

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

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Radcliffe Road	Mill Creek Drive
Mill Creek Drive	Radcliffe Road

Section 2: Section BG-11-1204(c) of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following under yield sign intersections as shown by the underlined text below as follows:

Mirielle Subdivision

Avalon Drive	Miramar Lane

Attachment: Miramar and Mill Creek sign update ordinance 22-0808 (O-2022-86 : Update Title 10 Traffic Ordinance)

Section 3: Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

Attachment: Miramar and Mill Creek sign update ordinance 22-0808 (O-2022-86 : Update Title 10 Traffic Ordinance)

Action Item : Pre-Application Discussion: Proposed Amphitheater and Park Improvements at Mike Rylko Park at 951 McHenry Road

Recommendation of Action

Staff recommends discussion and referral to the Planning & Zoning Commission.

The Buffalo Grove Park District is requesting feedback from the Board of Trustees on a proposed park improvement plan which includes the following: construction of a new amphitheater with open lawn seating, and a large covered event space; renovation and expansion of the Spray N Play facility; removal and reconstruction of the playground area. The area of work for this project will be approximately 4.14-acres on the west boundary of the site adjacent to McHenry Road between the fitness center and baseball fields.

ATTACHMENTS:

- BOT Memo (DOCX)
- Plan Set (PDF)

Trustee Liaison
Ottenheimer

Staff Contact
Nicole Woods, Community Development

Monday, August 15, 2022	

VILLAGE OF BUFFALO GROVE

MEMORANDUM

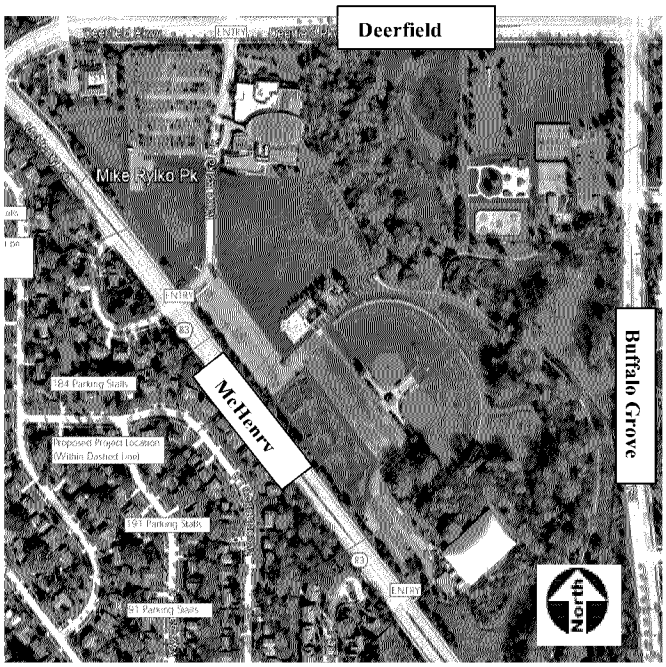
DATE: August 5, 2022

TO: President Beverly Sussman and Trustees

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

SUBJECT: **Pre-Application Discussion** - Proposed amphitheater and park improvements at Mike Rylko Park – 951 McHenry Road

Background



Michael Maloney, on behalf of the Buffalo Grove Park District, is requesting feedback from the Board of Trustees on a proposed park improvement plan which includes the following: construction of a new amphitheater with open lawn seating, and a large covered event space; renovation and expansion of the Spray 'N Play facility; removal and reconstruction of the playground area.

Mike Rylko Park is 76.5 acres and is currently improved with a golf and sports dome, Spray 'N Play facility, playground, baseball diamonds, soccer field, tennis courts, basketball courts, a skate park, hockey rink, walking paths, the Buffalo Grove Fitness Center and a number of accessory buildings (shade structures, restrooms, nature classroom, etc.). The area of work for this project will be approximately 4.14-acres on the west boundary of the site adjacent to McHenry Road between the fitness center and baseball fields.

The project will require preliminary plan approval and an amendment to the Special Use granted by Ordinance No. 95-26. Prior to starting the formal application process, the petitioner is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The following memorandum provides a brief summary of their project. The petitioner has also provided, a narrative statement describing the improvements and anticipated programing for the park, preliminary plans, and renderings of the proposed amphitheater.

Zoning History

In March of 1995, the Village annexed the subject property, zoned it RE District, approved a Special Use for a public park facility and the development plans for the park (Ordinance No. 95-26). Plans for the Golf Learning Center (Golf Dome) were approved by Ordinance 98-14 and amended several times over the years to allow the Golf Dome to remain in place year-round and for an extended period of time up through 2030 (Ordinance Numbers: 2022-35, 2007-14, 2009-4, 2014-48).

Proposed Plan

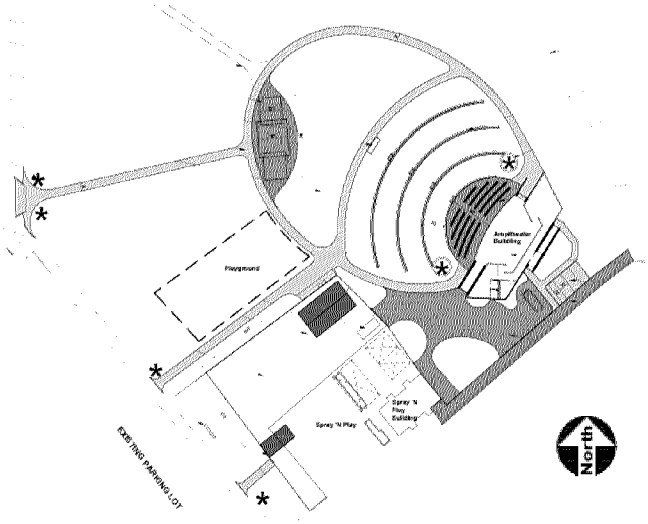
The Park District envisions that the proposed improvements to Mike Rylko Park will create a permanent venue for community festivals (i.e., Buffalo Grove Days), community celebrations, civic meetings, rallies, concerts, and theater programming. The plaza will include a variety of seating options, as well as shade structures that will encourage community use.

Amphitheater:

The amphitheater will be constructed northwest of the existing baseball fields and will include an amphitheater building, a covered stage, and a variety of seating areas. The amphitheater building will be 16 ¼ feet tall, while the roofline will extent to up to 24 feet at its highest point. The stage and amphitheater building will be 6-7 feet lower in grade than the open lawn area. The seating area directly in front of the stage will accommodate approximately 155 people. The lawn seating area is 38,535 square feet (.88-acres) and could potentially accommodate 3,800+ people. Parking for performers or food trucks would be available directly behind the building. A festival plaza with picnic tables is also proposed between the Spray 'N Play and the amphitheater building.

Event Space:

The proposed event space, just beyond the lawn seating area of the amphitheater is completely covered and large enough to accommodate about 370 seats.



Spray 'N Play:

Renovation of the existing Spray 'N Play will provide fully accessible toilet rooms and changing areas. The Spray 'N Play will also be expanded and will provide different types of accessible water features for a wider age range and will almost double the current occupancy. A new shelter and ticket office are also proposed.

Playground:

The existing playground will be demolished and a new playground for children of all ages and abilities will be constructed to the north of the Spray 'N Play facility.

Site Access:

The site is accessible from three full access drives: two on McHenry Rd and one on Deerfield Pkwy. There are no changes proposed to the site access.

Parking:

There are 466 parking spaces directly adjacent to this part of the park and 881 parking spaces within the park limits. It is not anticipated that additional parking would be needed to

accommodate this project. A traffic analysis and parking study will be conducted as part of the formal application submittal.

Site Detention:
The site detention will be renovated with new, natural, pollinator habitats and will create educational opportunities through signage and events.

Sustainable Design:
Numerous sustainable practices will be incorporated into the project including green infrastructure for stormwater management, native planting areas, recycled and regionally sourced building materials, solar site lighting, electric vehicle charging stations, etc.

Action Requested
The Petitioner is seeking comments from the Village Board related to the proposed plan. Should the Board conceptually support the plan; the item can be referred to the Planning and Zoning Commission for discussion of specific details including parking, setbacks, landscaping, noise and other zoning requirements. Based on the current configuration, the following approvals will be required:

- Preliminary plan approval
- An amendment to the Special Use approved by Ordinance No. 95-26
- Potential zoning and sign code variations

BUFFALO
GROVE
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To: Village of Buffalo Grove Board of Trustees
From: Ryan Risinger, Executive Director
Tim Howe, Director of Parks and Planning
Michael Maloney, Superintendent of Development
Date: July 25, 2022
Re: Buffalo Grove Park District – Mike Rylko Community Park Revitalization Project

Action Requested:
The Buffalo Grove Park District asks that the Village of Buffalo Grove Board of Trustees provide a referral to the Planning and Zoning Commission for Preliminary Plan approval and an amendment to the Special Use of Mike Rylko Community Park.

Project Narrative:
The Buffalo Grove Park District completed a comprehensive Master Plan back in 2017 and held several internal design charrettes in 2018 aimed at creating a road map to revitalize Mike Rylko Community Park. We developed a Strategic Plan initiative that states "*we aspire to adapt to new lifestyles and populations*". As the population in the community continues to grow more diverse, we are adapting our programs and facilities to better fit the needs of our communities through the lens of diversity, equity, and inclusion. Mike Rylko Community Park is the area's preferred venue for public gatherings because of its size, central location within the Village of Buffalo Grove, and accessibility for the surrounding communities. The 76.5 acre park has a network of accessible walking and biking paths that extend to outside communities and a large number of residents live within walking distance of the park. There is vehicle parking available and walkable public transportation options for both bus and train. Breaking ground on this development will transform Mike Rylko Community Park into a lively, public destination that promotes and celebrates community, provides and supports local business opportunities, and showcases unique programming for the broader community to enjoy

We have attached a concept site plan (Exhibit A), concept landscape plan (Exhibit B), perspective images of the proposed amphitheater structure (Exhibit C), as well as dimensioned elevations (Exhibit D) for reference.

The Mike Rylko Community Park Revitalization Project will provide a permanent venue for community festivals, such as Buffalo Grove Days, which is now co-hosted by the Village of Buffalo Grove and the Buffalo Grove Park District. Our Uniquely US program, which focuses on celebrating the diversity in our community, will be able to use the amphitheater to host celebrations, such as Pride, Juneteenth,

Diwali, and the Lunar New Year. The Amphitheater will provide a safe, accessible, open space for civic meetings, rallies, concerts, and theater programming, including sensory-friendly, ASL interpreted and/or audio described performances. The plaza area will include a variety of seating options, as well as shade structures that will encourage community use. Interpretive signage will be rotated over time to highlight the various events/celebrations taking place at the Community Amphitheater. Food trucks will be encouraged to participate at events and we will have the ability to create a global food pavilion, in conjunction with the current Farmers Market that runs every Sunday during the months of June to October. Renovation of the existing Spray 'N Play facility will provide fully accessible toilet rooms and changing areas. Expansion of the existing Spray 'N Play facility will provide a variety of different types of accessible water features that appeal to a wider age group and almost double the current occupancy of 180 people. Removal of the existing deteriorated playground equipment/play surfacing, will allow us to build a new multigenerational, inclusive playground that welcomes children of all ages and abilities to play, learn, and enjoy the outdoors. We will renovate the existing site detention to provide new natural, pollinator habitats and create educational opportunities through signage and community planting events.

The project will promote sustainable practices through the design and construction and we have discussed incorporating permeable paving, photovoltaic panels to offset electricity usage, solar site lighting, electric vehicle charging stations, green infrastructure for storm water management, native planting areas, water efficiency, recycled and regionally sourced building materials, and the use of carbon cure concrete where CO2 captured during cement production is injected into the concrete to reduce the amount of cement needed and reduce the amount of CO2 emissions during production. Interpretive signage will be developed and installed throughout the park to educate the community about the sustainable practices on display.

The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

- The proposed project will be built to Federal, State, and local codes. Inspections from the Fire Marshal will occur regularly.

The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

- The proposed project will be located within Mike Rylko Community Park located off of McHenry Rd. There is access to the site from the north at Deerfield Parkway and to the west/south along McHenry Road. There is also access to the east end of the park along Buffalo Grove Road.

The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

- The proposed project will compliment and encourage use of the other park amenities in the area.

The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

- The proposed project has been carefully located to allow future development at Mike Rylko Community Park between the proposed project and the Fitness Center.

Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

- The proposed project will be built to Federal, State, and local codes and in accordance with the Lake County Storm Water Management requirements.

Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets;

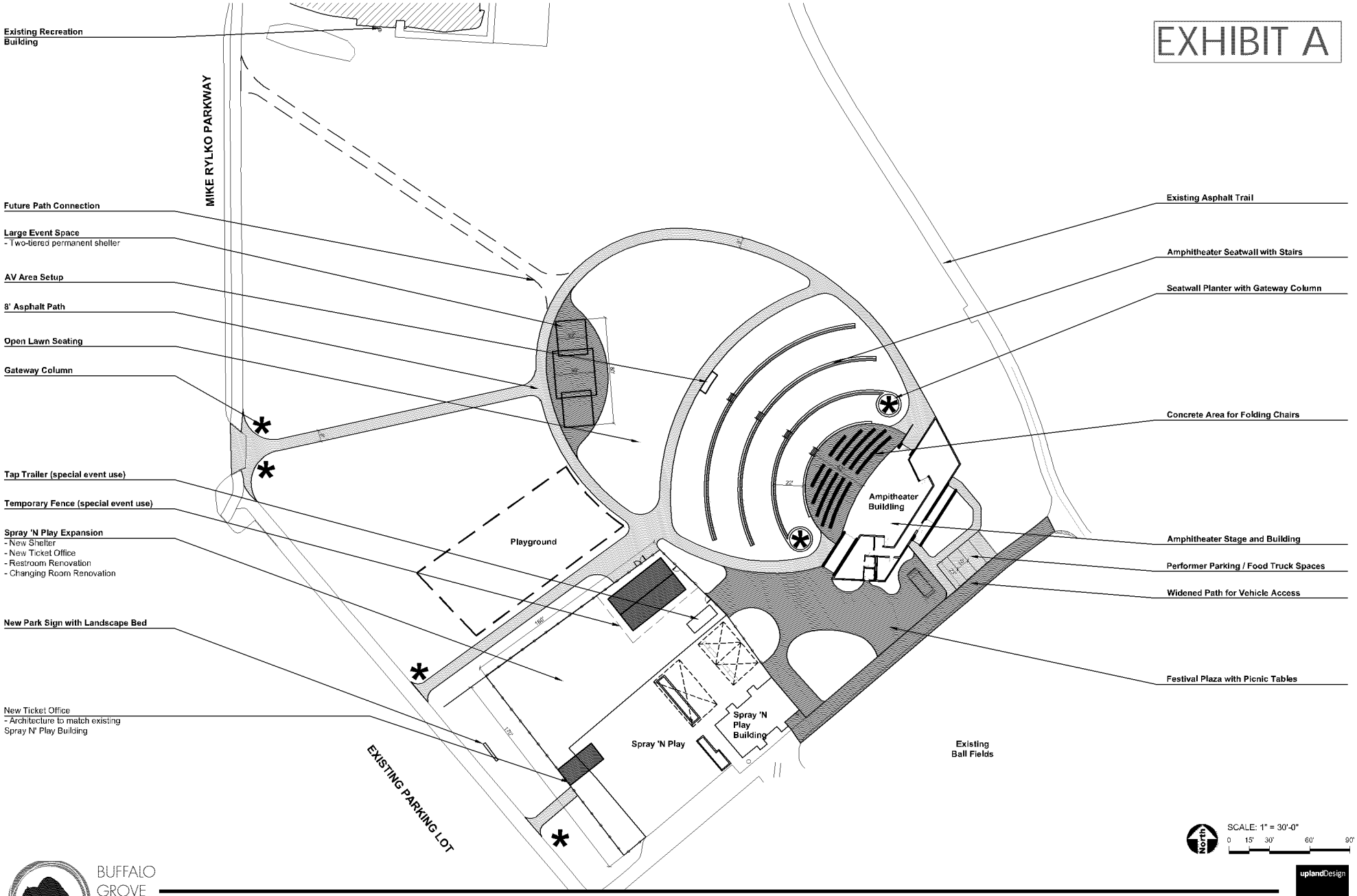
- The existing entrance points to Mike Rylko Community Park have all the proper signage required for traffic. Parking stalls throughout the park are properly labeled for accessible parking. We have attached an aerial image of Mike Rylko Community Park (Exhibit E), which includes the number of available parking stalls for each of the parking lot locations within the park. There is a total of (881) parking stalls and we do not anticipate needing any additional parking to support the proposed project. If additional parking is required for a larger event, we have the ability to add an additional (225) parking stalls in the open grass area to the south of the Fitness Center parking lot. Mike Rylko Community Park has hosted large events in the past and prior coordination with the Village, Police, and Fire Departments has created safe events with minimal traffic congestion or traffic hazards.

The Mike Rylko Community Park Revitalization Project would benefit the entire community, regardless of race, ethnicity, age, gender, religion, disability, economic status, or other diverse backgrounds and has been widely supported by members of the community, local businesses, and local officials. Please feel free to reach out with any questions and thank you very much for your consideration.

Sincerely,

Michael R. Maloney, LEED AP BD+C, CPO
Superintendent of Development

EXHIBIT A



BUFFALO GROVE PARK DISTRICT

CONCEPT SITE PLAN

MIKE RYLKO AMPHITHEATER

uplandDesign

July 22, 2022
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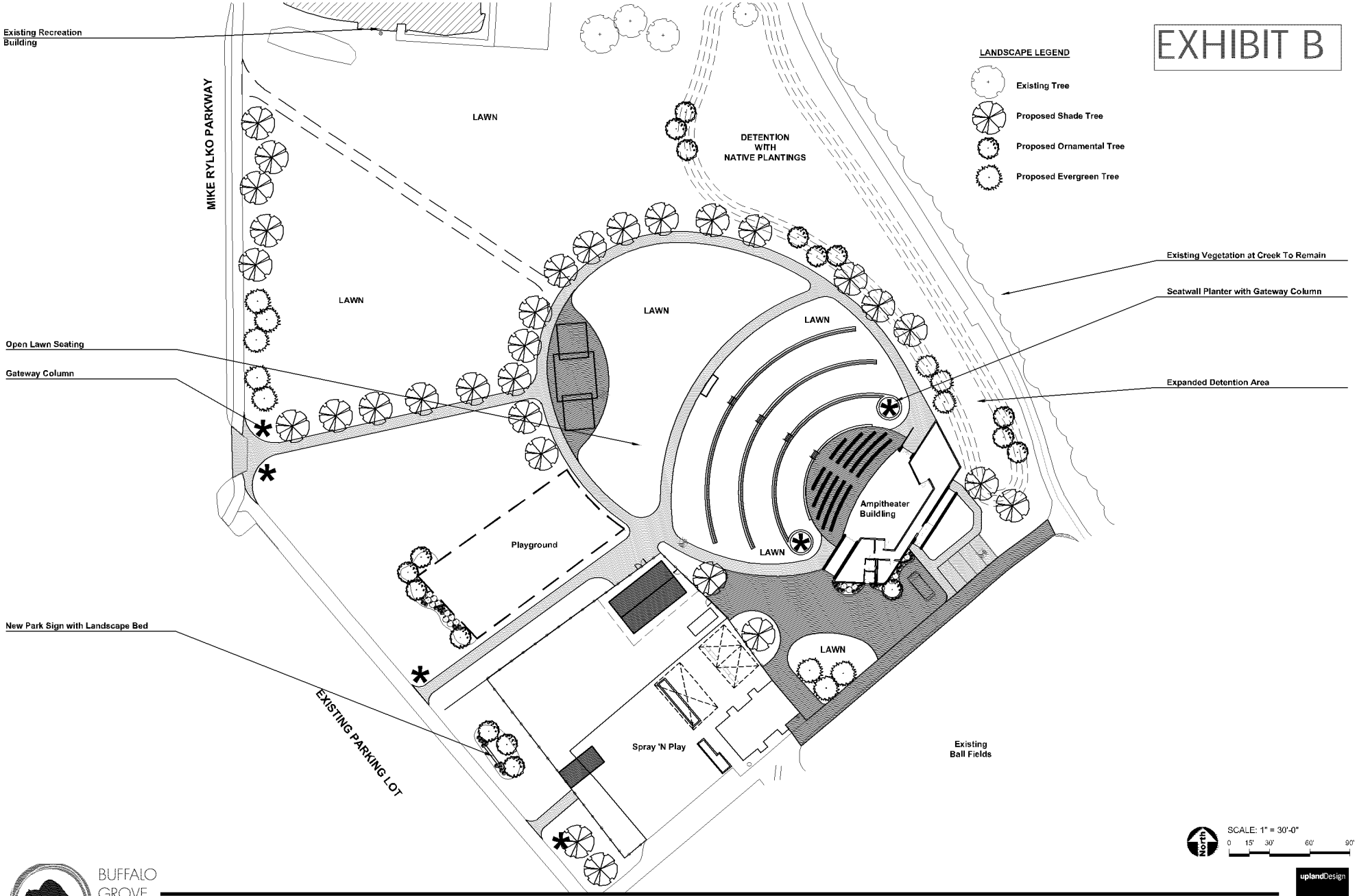
Upland Design Ltd.
Project #698

EXHIBIT B



MIKE RYLKO AMPHITHEATER

BUFFALO GROVE PARK DISTRICT

CONCEPT LANDSCAPE PLAN

uplandDesign

July 22, 2022
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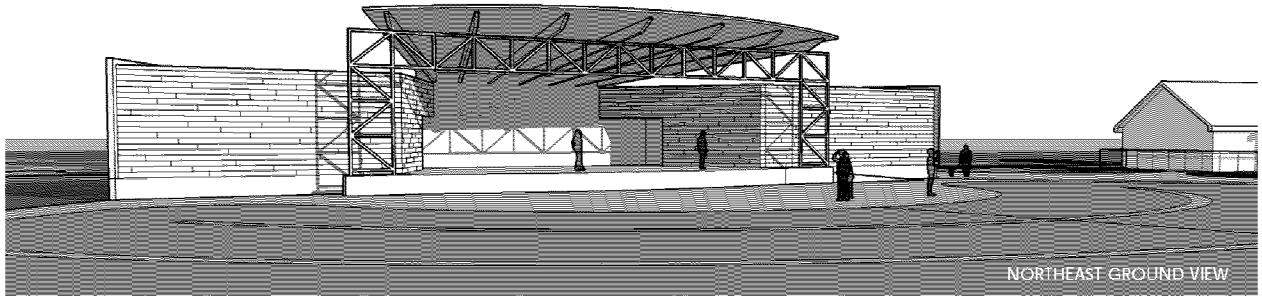
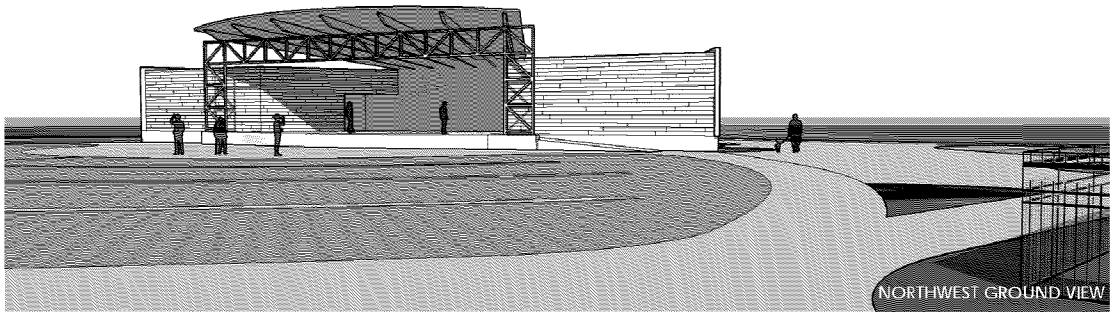
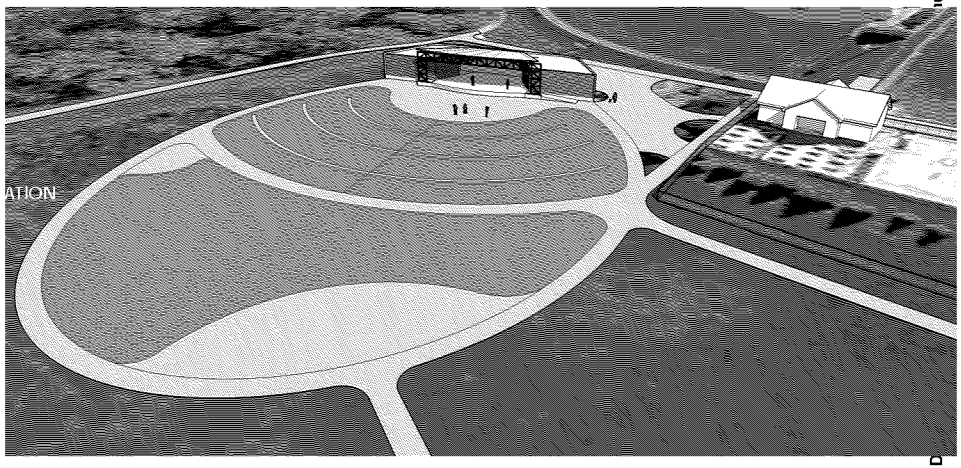
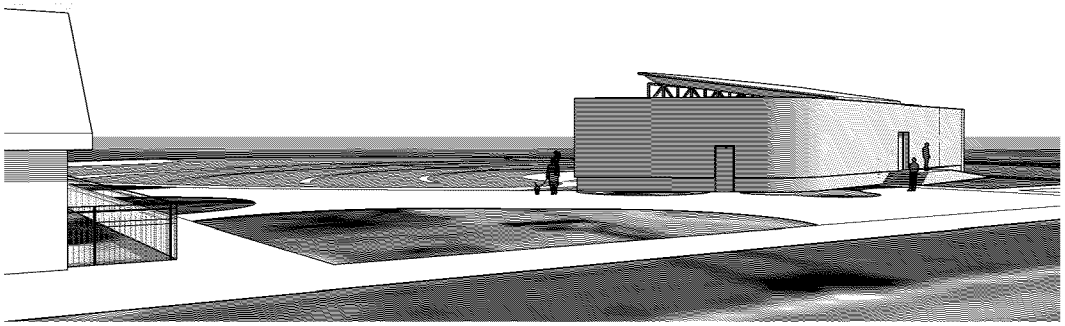
Project #600

EXHIBIT C









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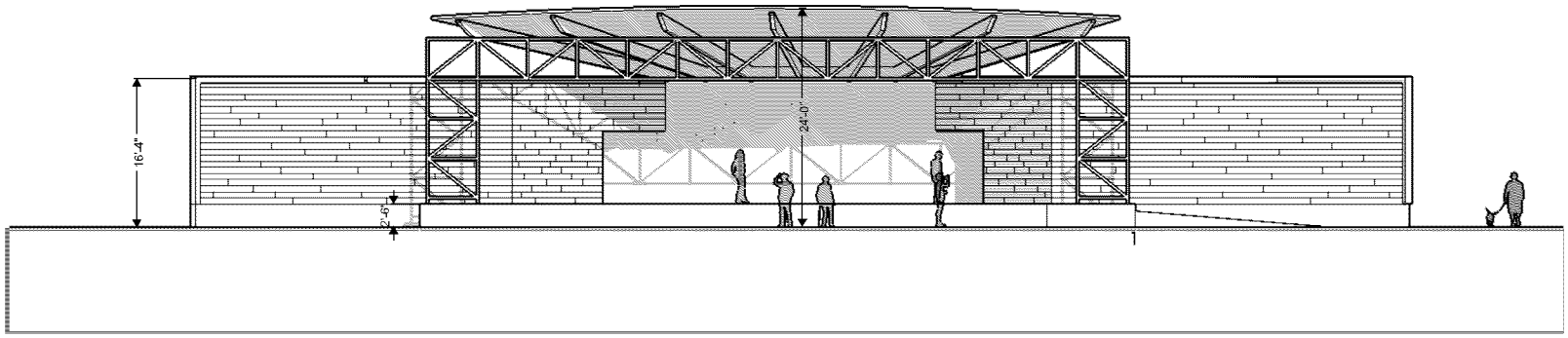
DISTRICT

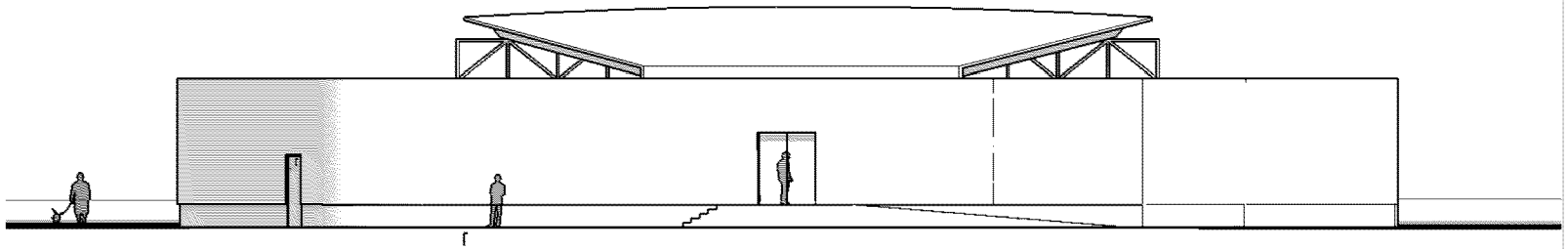
RYLKO PARK AMPHITHEATER

LEGAT ARCHITECTS
DESIGN | PERFORMANCE | SUSTAINABILITY

Documents at Mike Rylko Park at 951 Mc)

EXHIBIT D





BUFFALO GROVE PARK DISTRICT

RYLKO PARK AMPHITHEATER

LEGAT ARCHITECTS
DESIGN | PERFORMANCE | SUSTAINABILITY

Attachment: Plan Set (Pre-Application Discussion: Proposed Amphitheater and Park Improvements at Mike Rylko Park at 951 Mc)

Information Item : Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Recommendation of Action

Staff recommends going into executive session.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, August 15, 2022	