



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
June 19, 2023 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 - Committee of the Whole - Jun 5, 2023 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1356 (Trustee Pike) (Staff Contact: Chris Black)

4. Village President's Report

- A. Proclamation Recognizing June as Pride Month (President Smith) (Staff Contact: Evan Michel)
B. Appointments to Planning and Zoning Commission (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

5. Village Manager's Report

- A. Resolution Accepting the 2022 Audit and Management Letter (Trustee Stein) (Staff Contact: Chris Black)
B. 2022 Rotary Firefighter of the Year Presentation (Trustee Cesario) (Staff Contact: Mike Baker)
C. Introduction of New Police K9 (Trustee Cesario) (Staff Contact: Brian Budds)
D. Announcement of the 2023 Police Department's Coloring Contest Winners. (Trustee Johnson) (Staff Contact: Brian Budds)

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. Rejection of Quiet Zone Bid, Waive Bids, and Authorization to Negotiate Contract (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Based upon the review of the bid, staff recommends the Village Board find that it is in the best interests of the Village of Buffalo Grove to reject the Quiet Zone bid, waive bids, and provide authorization to negotiate with Contractors to provide a cost savings.

- B. Authorization to Waive Bids and Negotiate for BGGC Pumphouse Improvements (Trustee Cesario) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff requests authorization to waive bids and negotiate for the Buffalo Grove Golf Course irrigation pumphouse improvements.
- C. R-2023-17 Adoption of the 2022 Lake County All Natural Hazards Mitigation Plan (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends the adoption of the 2022 update to the Lake County All-Natural Hazards Mitigation Plan.
- D. O-2023-71 Ordinance Authorizing an Intergovernmental Agreement with the Village of Wheeling Relating a Study of Buffalo Creek (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: The Village of Wheeling and Buffalo Grove staff are proposing to enter into an Inter-Governmental Agreement for a study of Buffalo Creek from the Buffalo Creek Reservoir to the Des Plaines River.
- E. O-2023-76 Ordinance Authorizing Execution of an Agreement with Red Center for Installation of Communications Equipment at Fire Station 27 (Trustee Cesario) (Staff Contact: Brett Robinson)
- SUMMARY: Staff recommends the Board authorize the Village Manager to execute an intergovernmental agreement with the RED Center allowing for the installation of radio equipment at Fire Station 27.
- F. O-2023-77 Authorization for a Change Order to the National Power Rodding Contract (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends that the Village Board authorize the Village Manager to expend an additional \$35,914 with National Power Rodding Corp. for additional sewer lining services for a total amount not to exceed \$239,135.63 . Pending final review and approval by the Village Attorney.
- G. O-2023-78 I.M.P. Soil and Construction Material Testing (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends approval of the Soil and Material Consultants material testing contract for all Village funded Capital Improvement construction for 2023 through 2027.
- H. O-2023-79 Approve an Ordinance for a Special Use for a Childcare Center at 1401 McHenry Rd. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- SUMMARY: Staff recommends that the Village Board adopt an Ordinance granting approval of a Special Use for a Child Care Center at 1401 McHenry Road, Suite 124, subject to the conditions in the attached Ordinance.
- I. O-2023-80 Ordinance Granting a Sign Variation for a Ground Sign at the Grove Shopping Center at 59-197 McHenry Road (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- SUMMARY: The Grove Shopping Center is seeking modernize their existing ground sign by adding multi-tenant copy at 59-197 McHenry Road. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance.
- J. O-2023-81 Approve an Ordinance Granting Sign Variations for a Ground Sign at St Mary's Church at 10 Buffalo Grove Rd (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

SUMMARY: Staff recommends that the Village Board adopt an Ordinance granting approval of two variations to Title 14 (Sign Code) Section 14.16 to exceed the maximum number of ground signs allowed and to exceed the maximum size allowed at 10 Buffalo Grove Road, subject to the conditions in the attached Ordinance.

9. Ordinances and Resolutions

- A. O-2023-82 Authorization to Execute a Contract with Era Valdivia Contractors, Inc for Bridge Painting Services (Trustee Stein) (Staff Contact: Kyle Johnson)
- B. R-2023-18 Resolution Dissolving the GovITC Consortium (Trustee Cesario) (Staff Contact: Brett Robinson)
- C. O-2023-83 IT Service Provider Agreement 2023-2024 (Trustee Cesario) (Staff Contact: Brett Robinson)
- D. O-2023-84 IGA with Lincolnshire - IT Services (Trustee Cesario) (Staff Contact: Brett Robinson)
- E. O-2023-85 Ordinance Authorizing an Amendment to the Frederick Quinn Corporation Contract Establishing a Guaranteed Maximum Price for Construction Improvements to the New Public Works Facility (Trustee Stein) (Staff Contact: Jim Warnstedt)

10. Unfinished Business

11. New Business

12. Public Comment

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

- C. 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 Smith) (Staff Contact: Dane Bragg)
- D. Executive Session - 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. (President Smith) (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 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 JUNE 5, 2023**

CALL TO ORDER

President Smith 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 Smith; Trustees Johnson, Cesario, Stein, Pike and Weidenfeld. 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; Chris Black, Finance Director; Art Malinowski, Director of Human Resources; Evan Michel, Assistant to the Village Manager; Molly Gillespie, Communications Director; Brett Robinson, Director of Purchasing; Nicole Woods, Director of Community Development; Kyle Johnson, Assistant Director of Public Works; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Police Chief Budds.

REMOTE ATTENDANCE

In accordance with Section 2.02.220 of the Municipal Code, it was moved by Weidenfeld, seconded by Stein, to allow Trustee Ottenheimer to participate in the meeting remotely. Upon roll call, Trustees voted as follows:

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

Trustee Ottenheimer joined the meeting at 7:33 P.M.

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.

PROCLAMATION – BELMONT VILLAGE

President Smith read Proclamation honoring Belmont Village Senior Living's 20th anniversary, expressing our gratitude to Belmont Village Senior Living for its exceptional service to the Buffalo Grove community and beyond.

BUFFALO GROVE HIGH SCHOOL

President Smith recognized five members of the Buffalo Grove High School Scholastic Bowl team for their 2nd place finish in the nation at the **Scholastic Bowl High School National Championship Tournament**. After earning several regional and state titles, the team concluded their triumphant journey as Runner Up at the NAQT High School National Championship Tournament - an accomplishment of monumental proportions. Noteworthy in individual accomplishments is Rohan Ganeshan. Rohan not only won the Independent Player National Championship for NAQT but also was the top individual player in the High School National Tournament (Team). Other team members were Ben Finkelshteyn, Jack Omansky, Lucas Pasdo, and Joe Van Hoy. Their tenacity, coupled with the guidance from their coaches, Chris Karl and Scott Russell, was instrumental in the team's success.

Minutes Acceptance: Minutes of Jun 5, 2023 7:30 PM (Approval of Minutes)

STRATEGIC PLANNING UPDATE

Mr. Michel reviewed the Strategic Planning Update, details of which are contained in his memo to Mr. Bragg of June 1, 2023, as well as the PowerPoint presentation displayed. The core objective of this process is the creation of a comprehensive Strategic Plan to assist the Village Board and staff in policy prioritization, action sequencing, and initiative identification for the next five years, while defining a long-term vision.

2023 TWENTY-YEAR WATER PRO-FORMA

Mr. Black reviewed the Twenty-Year Water Rate Pro-Forma which reflect the latest rates and capital expenditures, details of which are contained in his memo to Mr. Bragg dated June 4, 2023.

2023 FIVE-YEAR GENERAL FUND FORECAST

Mr. Black reviewed the 2023 Five-Year General Fund Forecast, the purpose of which is to provide a basis for the Village of Buffalo Grove to make informed operational decisions through strategic forecasting to anticipate future revenues and expenditures.

QUESTIONS FROM THE AUDIENCE

President Smith 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.

Lorenzo Davis, 1030 Belmont Lane, noted that the catalytic converter was stolen from his vehicle while parked at the Buffalo Grove train station parking lot, and he was concerned after learning that the security cameras at that location are not in operation.

President Smith assured Mr. Davis that the Board and staff are aware of the situation, and Chief Budds added that staff is working on potential solutions to enhance security in that area and that the Village is definitely going to resolve this issue.

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:17 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF June 2023

Village President

Minutes Acceptance: Minutes of Jun 5, 2023 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1356****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1356- \$5,867,996.03

ATTACHMENTS:

- WARRANT 1356 SUMMARY (PDF)

Trustee Liaison
Pike

Staff Contact
Chris Black, Finance

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE WARRANT #1356
19-Jun-23

General Fund:	719,954.17
Parking Lot Fund:	316.98
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	1,207,468.54
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	7,538.80
Capital Projects-Vehicles/Equipment:	40,171.43
Capital Projects-Streets:	136,678.18
Retiree Health Savings (RHS):	2,103.30
Water Fund:	686,568.64
Buffalo Grove Golf Fund:	110,240.99
Arboretum Golf Fund:	164,045.00
Refuse Service Fund:	78,893.00
Information Technology Internal Service Fund:	169,064.97
Central Garage Internal Service Fund:	181,535.17
Building Maintenance Internal Service Fund:	209,561.84
	<u>3,714,141.01</u>
PAYROLL PERIOD ENDING 5/21/2023	1,066,491.12
PAYROLL PERIOD ENDING 6/04/2023	1,087,363.90
	2,153,855.02
TOTAL WARRANT #1356	<u><u>5,867,996.03</u></u>

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

 Village Clerk

 Village President

Attachment: WARRANT 1356 SUMMARY (Approval of Warrant #1356)



Information Item : Proclamation Recognizing June as Pride Month

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Proclaiming June 2023 as the Village of Buffalo Grove's Lesbian, Gay, Bisexual, Transgender and Questioning Pride Month; and encourage all community residents to eliminate prejudice wherever it exists and to celebrate our great diversity by celebrating our LGBTQ friends and neighbors.

ATTACHMENTS:

- LGBTQ Pride Month 2023 (DOC)

Trustee Liaison
Smith

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, June 19, 2023	
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Village of Buffalo Grove

A PROCLAMATION IN HONOR OF LGBTQ PRIDE MONTH

WHEREAS, the battle for dignity, equality and personal safety for lesbian, gay, bisexual, transgender and questioning people is reflected in the tireless commitment of the LGBTQ community, as well as dedicated advocates and allies who strive to forge a more inclusive society; and

WHEREAS, President Bill Clinton, on June 2, 2000, declared June "Gay & Lesbian Pride Month" to commemorate the June 1969 Stonewall Uprising in Lower Manhattan and on June 1, 2009, President Barack Obama expanded the commemoration further by declaring June to be Lesbian, Gay, Bisexual and Transgender Pride Month; and

WHEREAS, LGBTQ Americans, including those who live in our local communities, face hate and discrimination simply for being who they are and for who they love and there remains much work to do to extend the promise of our country to every person; and

WHEREAS, the landmark Supreme Court decision of 2015 guaranteeing marriage equality in all 50 States was a historic victory for LGBTQ Americans and continues to affirm our belief that we are all freer when we are treated as equals; and

NOW, THEREFORE, be it resolved, the Village President, Eric Smith, and Board of Trustees of the Village of Buffalo Grove hereby proclaim June 2023 as the Village of Buffalo Grove's Lesbian, Gay, Bisexual, Transgender and Questioning Pride Month; and encourage all community residents to eliminate prejudice wherever it exists and to celebrate our great diversity by celebrating our LGBTQ friends and neighbors.

Proclaimed this 16th day of June, 2023.

Eric Smith
Village President



Information Item : Appointments to Planning and Zoning Commission

Recommendation of Action

Staff recommends appointment.

SUMMARY: Appointment of Kevin Richards to the position of Vice Chairperson of the Planning and Zoning Commission and Sujat Saxena as a member of the Planning and Zoning Commission.

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, June 19, 2023



Action Item : Resolution Accepting the 2022 Audit and Management Letter

Recommendation of Action

Staff recommends acceptance.

In accordance with state statute, this was completed and submitted to the State of Illinois Comptroller's Office. The financial audit is presented in the form of the Annual Comprehensive Financial Report. The purpose of the Annual Comprehensive Financial Report is to provide accurate and meaningful information concerning village's financial condition and performance. Independent auditors have verified that the village has fairly presented its financial position, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Representatives from Lauterbach and Amen, will provide a brief presentation and answer questions at the Board Meeting. A copy of the 2022 Annual Comprehensive Financial Report document has been provided to the Village Board under separate cover.

ATTACHMENTS:

- Buffalo Grove ACFR 22 (PDF)

Trustee Liaison
Stein

Staff Contact
Chris Black, Finance

Monday, June 19, 2023	
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VILLAGE OF BUFFALO GROVE, ILLINOIS

ANNUAL COMPREHENSIVE FINANCIAL REPORT



FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2022

50 Raupp Blvd
Buffalo Grove, IL 60089
Phone: 847.459.2500
www.vbg.org

VILLAGE OF BUFFALO GROVE, ILLINOIS

**ANNUAL COMPREHENSIVE
FINANCIAL REPORT**

**FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2022**

Prepared by:
Finance Department

Chris Black
Finance Director/Village Treasurer

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

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INTRODUCTORY SECTION

This section includes miscellaneous data regarding the Village of Buffalo Grove, including:

- List of Principal Officials
- Organizational Chart
- Letter of Transmittal
- GFOA Certificate of Achievement for Excellence in Financial Reporting

VILLAGE OF BUFFALO GROVE, ILLINOIS

List of Principal Officials December 31, 2022

Beverly Sussman
Village President

Janet M. Sirabian
Village Clerk

Board of Trustees

Gregory S. Pike

Andrew Stein

Joanne Johnson

Lester Ottenheimer

Eric Smith

David Weidenfield

Appointed Officials

Dane Bragg, Village Manager

Christopher Stilling
Deputy Village Manager

Chris Black
Finance Director/Village Treasurer

Brian Budds
Chief of Police

William Baker
Fire Chief

Michael Skibbe
Deputy Village Manager/Public Works Director

Arthur Malinowski
Human Resource Director

Darren Monico
Village Engineer

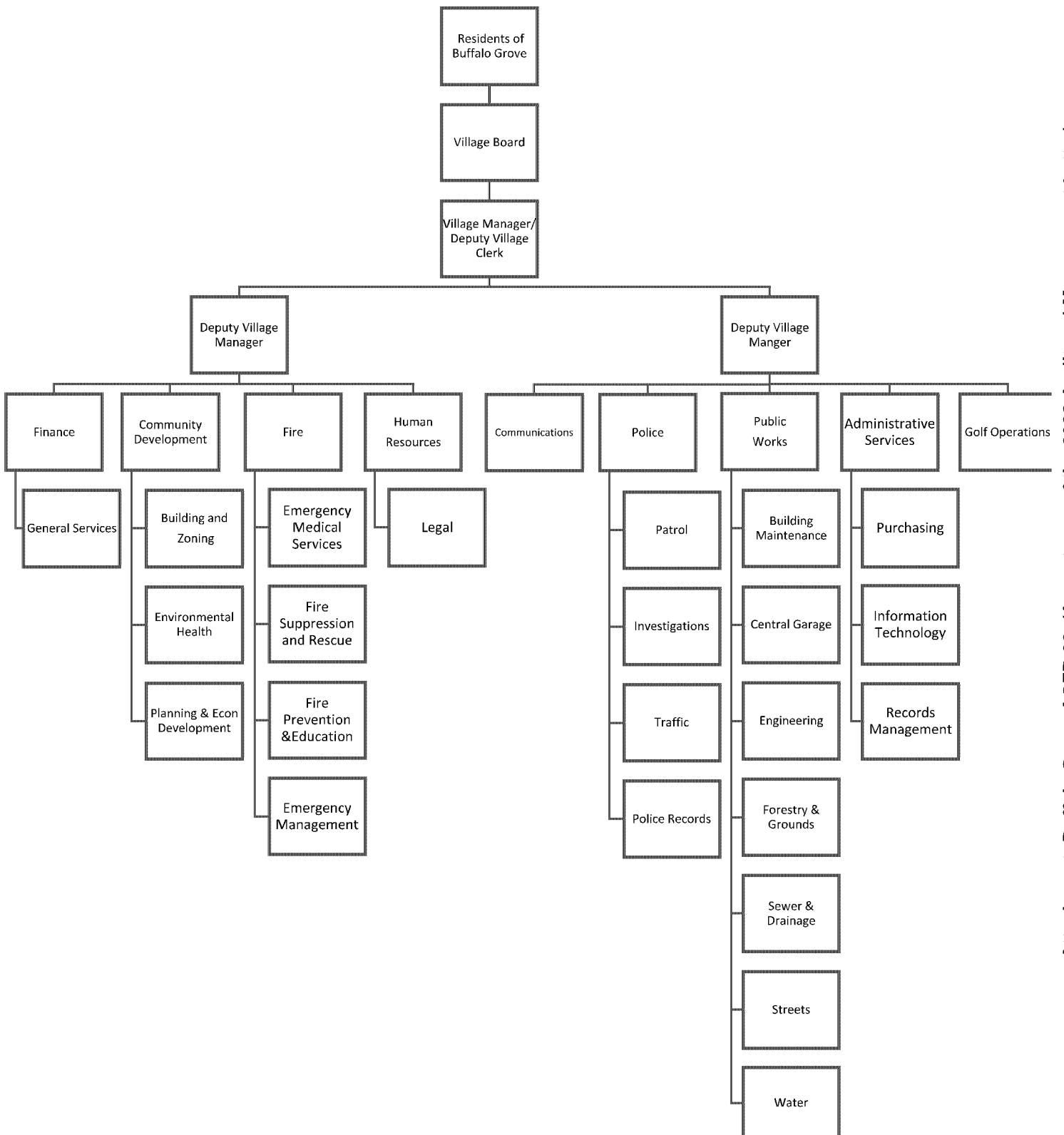
Nicole Woods
Director of Community Development

Geoff Tollefson
Golf Course Manager

Brett Robinson
Administrative Services Director

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

ORGANIZATIONAL CHART



Department of Finance &
General Services
Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2100
Phone 847-459-2500
Fax 847-459-0332

June 14, 2023

The Honorable Eric Smith
Members of the Village Board
Citizens of the Village of Buffalo Grove

The Annual Comprehensive Financial Report of the Village of Buffalo Grove for the year ended December 31, 2022, is submitted herewith. This report represents a comprehensive picture of the Village's financial activities during Fiscal Year 2022 and the financial condition of its various funds at December 31, 2022. State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audit in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

Management assumes full responsibility for the completeness and reliability of all information presented in the report based upon a comprehensive internal control framework. Because the cost of internal controls should not outweigh their benefits, the Village's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement.

Lauterbach & Amen, Independent Certified Public Accountants, have issued an unmodified (clean) opinion on the Village's financial statements for the fiscal year ended December 31, 2022. The independent auditors' report is presented at the front of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). The letter of transmittal is designated to complement the MD&A and should be read in conjunction with it. The Village of Buffalo Grove's MD&A can be found immediately following the report of the independent auditors.

Profile of the Village of Buffalo Grove

The Village of Buffalo Grove was incorporated March 7, 1958, and is located approximately 29 miles northwest of the downtown of the City of Chicago. The Village resides in both Cook and Lake Counties and spans 9.2 square miles and based on the 2020 U.S. Census, serves a population of 43,212. The Village of Buffalo Grove is empowered to levy a property tax on real property located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which it has done from time to time.

The Village became a home rule unit by referendum on July 1, 1980, giving it additional powers to tax and regulate in ways not specifically granted, or prohibited, by the Illinois Constitution. As a home rule entity, the Village has no tax rate or debt limits, nor is it required to conduct a referendum to authorize the issuance of debt or to increase property taxes.

The Village operates under a Council/Manager form of government. Policy making and legislative authority are vested with the Village Board, which consists of a President and a six-member Board of Trustees. The Village Board is responsible for passing ordinances and resolutions, adopting the annual budget, appointing committees, and hiring the Village's Manager and Attorney. The Village Manager is responsible for carrying out the policies, ordinances, and resolutions of the Village Board, developing and presenting an annual budget, overseeing the day-to-day operations of the Village, and appointing department directors.

The Village provides a full range of services including police and fire protection, construction and maintenance of streets and infrastructure, planning and zoning, water and sewer utilities, and general administrative services. The Village also operates two golf courses and a municipal commuter parking lot. To provide these services there were 212 full-time and 38 part-time/seasonal positions in the Fiscal Year 2022 annual budget.

Budgetary Control and Accounting Systems

The annual budget serves as the foundation for the Village's financial planning and as a management spending control document. All departments of the Village of Buffalo Grove are required to submit budget requests by a specified date each year. These requests serve as the starting point for budget development. The proposed budget is presented to the Village Board in November and adopted by ordinance in December concurrently with the property tax levy.

Legal spending thresholds are established through the annual budget under the budget officer method. The Village Board is required to hold a public hearing on the budget document and must adopt a final budget no later than December 31st of each year. The budget is prepared by fund, department, and program. Department directors may make transfers of budget allocations within a department. Transfers of budget allocations between funds, however, require the approval of the Village Board. All budget adjustments must be approved by the Village Board to amend the legal spending thresholds.

The accounts of the Village are organized on the basis of funds, each of which is considered a separate and distinct accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures. Revenues are allocated to and accounted for in individual funds based upon the purpose for which they are to be expended and the means by which spending activities are controlled. The accounting records for general governmental operations are maintained on the modified accrual basis, with revenues being recorded when available and measurable and expenditures being recorded when the material or services are received, and the liability is incurred. Accounting records for the Village's enterprise funds, internal service funds, agency funds and pension trust funds are maintained on the accrual basis of accounting.

Factors Affecting Financial Condition

Local Economy

The Village is primarily residential, with supporting commercial activity and limited industrial and manufacturing activity. There are approximately 720 licensed businesses operating in the Village. The majority of residents are employed in management, professional, sales and office occupations. The Village's unemployment statistics have consistently been lower than the national and state averages, with an unemployment rate at the end of the year at 3.1 percent besting the state by 1.5 percent.

External economic factors at the national and state level continue to impact the Village's revenue profile and, subsequently its ability to manage operating and capital resources.

- Property tax collections totaled \$17,037,557 which is a slight increase over the previous year's total of \$16,970,657, or 0.4 percent.
- Water and Sewer collections decreased from \$16,326,679 in 2021 to \$16,119,322 in 2022; a total decrease of 1.3 percent.
- Sales taxes, both state shared and home rule, generated \$18,309,654 in 2022, an increase of 14.3 percent.

The Village equalized assessed valuation decreased by \$72.2 million or 4.0 percent to \$1.71 billion for the 2021 levy year. The Lake County portion of the Village's equalized assessed value decreased by 3.0 percent and Cook County portion decreased by 7.7 percent.

The unassigned fund balance of the General Fund will again exceed the 25 percent threshold of the subsequent year's budgeted expenditures, less non-operating transfers, which is policy established by the Village Board. At the end of 2022, the Village has a planned decrease in unassigned fund balance of \$4.86 million and a corresponding increase in committed fund balance to finance capital improvements at a new public works facility.

<u>Fiscal Year Ended</u>	<u>Unassigned Fund Balance</u>	<u>Budgeted Expenditures</u>	<u>Percent</u>
December 31, 2013	\$12,395,113	\$35,511,109*	34.90%
December 31, 2014	\$13,225,644	\$37,083,251	35.67%
December 31, 2015	\$14,991,907	\$38,165,617	39.29%
December 31, 2016	\$16,143,726	\$39,177,439	41.21%
December 31, 2017	\$18,902,476	\$39,477,439	47.88%
December 31, 2018	\$17,039,974	\$39,717,331	42.90%
December 31, 2019	\$18,939,974	\$43,948,348	43.10%
December 31, 2020	\$20,134,162	\$44,657,330	45.09%
December 31, 2021	\$22,485,209	\$44,610,467	50.40%
December 31, 2022	\$17,701,070	\$46,945,915	37.70%

* Budget number includes employer pension costs beginning in FY 2013.

Long-Term Financial Planning

The Village compiles a General Fund Five-Year Financial Forecast annually which provides an analysis of future revenue and expenditures. This report is completed in tandem with the start of the annual budget process. Other long-range financial plans include the five-year Capital Improvement Plan, Twenty-Year Water Fund Pro-Forma, and a Twenty-Year Storm Sewer Pro Forma.

The Village assesses its capital needs through the Capital Improvement Plan (CIP) update. This document is a planning tool to identify short- and medium-term capital needs (facilities, infrastructure and roadways) and measure those demands against the Village's ability to pay. For a project to be incorporated into the CIP, it must involve the creation, improvement, or acquisition of a tangible asset with an original cost of at least \$25,000.

The Village is in year three of a five-year Infrastructure Modernization Program that involves managing over \$175 million in capital projects. Transportation-related projects represent a large percentage of the improvements at \$76 million. Routine maintenance of existing streets accounts for \$63 million of those projects. Approximately \$32 million and \$7.5 million respectively, is allocated to improving and maintaining the water utility and sanitary sewer systems.

The Twenty-Year Water Fund Pro-Forma provides an overview of the Water Fund and adequacy of the current water rate to fund operating expenses and infrastructure improvements as well as generating a reserve to continue with a pay-as-you-go approach to capital budgeting. The Reserve for Capital Replacement Funding Report lists all Village owned vehicles, the service life, and its respective reserve balance.

Major Initiatives

In 2022, the Village of Buffalo Grove issued over 3,100 commercial and residential building permits. These permits represent a total project valuation of \$135 million invested into the Buffalo Grove community. In addition to building permit activity, the following major projects occurred in 2022:

A facility remodel was complete at the Arboretum Golf Club, including the offering of indoor year-round golf simulators and private lessons, a newly refurbished and managed full-service dining and entertainment area and a new outdoor patio with fire pits and a large retractable window wall, creating an open air concept between the indoor restaurant seating and the patio.

Work continued on the new Link Crossing Development by K. Hovnanian Homes. This project will have a total of 187 units and include a mix of 68 clustered single-family detached homes and 119 two-story townhomes.

The Ricky Rockets commercial development at 700 E. Lake Cook Road neared completion during the year. This project includes an 8,720 square foot convenience store, fuel center and car wash complex, 8,550 square foot retail center, and a 2,400 square foot quick service restaurant.

Development plans for the long-awaited Town Center Redevelopment, The Clove, were approved and groundbreaking occurred in September. Several structures have been demolished and construction is underway for the grocer, residential buildings and outlots. Remodeling of the existing building north of Old Checker Road is ongoing as well. When complete, the redevelopment will be a new, modern central entertainment and residential district anchored by a national grocery store, retail shops, a park, restaurants and luxury multi-family residential and includes 65,000 square feet of retail space. Project costs are estimated to exceed \$150 million.

A two-tenant commercial building project began at 41 S. McHenry Road, which will bring specialized meat and seafood grocer, Wild Fork as well as a 24-hour emergency room for animals, Veterinary Emergency Group (VEG).

The Village purchased the building at 1650 Leider Lane to house its public works and engineering services. The 173,000 square foot facility offers ample space to accommodate operations now and will into the future.

After years of planning and coordination, a new and improved pedestrian crossing made its debut at Buffalo Grove High School across Arlington Heights Road.

In 2022, 106 businesses opened, expanded and/or relocated in the Village of Buffalo Grove.

Awards and Acknowledgments

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Buffalo Grove for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2021. The Village of Buffalo Grove has received Certificates of Achievement since 1981. To be awarded a Certificate of Achievement, the government published an easily readable and efficiently organized Annual Comprehensive Financial Report. This report satisfies both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the Village also received the GFOA's Distinguished Budget Presentation Award for its annual budget document for the fiscal year beginning January 1, 2022. In order to qualify for the Distinguished Budget Presentation Award, the Village's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report would not have been possible without the dedicated services of the entire staff of the Finance Department. Credit also must be given to the Village President and Board of Trustees, and the Village Manager Dane Bragg for their assistance in planning and conducting the fiscal affairs of the Village in a responsible manner.

Respectfully submitted,



Chris Black
Director of Finance/Village Treasurer



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Buffalo Grove
Illinois**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2021

Christopher P. Morrill

Executive Director/CEO

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

FINANCIAL SECTION

This section includes:

Independent Auditors' Report

Management's Discussion and Analysis

Basic Financial Statements

Required Supplementary Information

Other Supplementary Information

Supplemental Schedule

INDEPENDENT AUDITORS' REPORT

This section includes the opinion of the Village's independent auditing firm.



INDEPENDENT AUDITOR'S REPORT

June 14, 2023

The Honorable Village President
Members of the Board of Trustees
Village of Buffalo Grove, Illinois

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove (the Village), Illinois, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Village of Buffalo Grove, Illinois
June 14, 2023

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, GASB-required pension and other post-employment benefit (OPEB) reporting, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Village of Buffalo Grove, Illinois
June 14, 2023

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Buffalo Grove, Illinois' basic financial statements. The other supplementary information and supplemental schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, other supplementary information and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 14, 2023, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

MANAGEMENT'S DISCUSSION AND ANALYSIS

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

The Village of Buffalo Grove's Management's Discussion and Analysis (MD&A) offers the readers of the Village of Buffalo Grove's financial statements this narrative overview and analysis of the financial activities of the Village of Buffalo Grove for the fiscal year ended December 31, 2022. This information presented here should be considered in conjunction with additional information provided in the letter of transmittal, which is found in the introductory section of this report, and the Village's financial statements, which can be found in the basic financial statement section of this report.

Financial Highlights

- The assets and deferred outflows of the Village exceeded its liabilities and deferred inflows at December 31, 2022 by \$107.1 million (net position). The Net Position for governmental activities is \$30.5 million or 28.5 percent of the total, and business-type activities account for \$76.5 million. Of this amount, (\$7.6) million is unrestricted. Governmental activities unrestricted amount is (\$30.0) million at the end of the year. This negative amount of unrestricted assets is directly related to the recognition of all retirement obligations in noncurrent liabilities, which is \$67.6 million for 2022 (an increase of \$23.0 million or 51.6% from 2021).
- The Village's total debt increased by \$34.4 million (or 91.7 percent). Total general bonded debt outstanding is \$48.0 million as of December 31, 2022. During the year, the Village issued \$18.5 million in general obligation bonds and is accounting for \$19 million in TIF Revenue notes per a developer agreement for redevelopment of property located in the TIF District.
- The Village's net position increased by \$5.9 million (or 5.8 percent) from a beginning balance of \$101.2 million during the fiscal year ending December 31, 2022. The governmental net position decreased by \$6.2 million (16.9 percent) from a beginning balance of \$36.7 million and the business-type activities net position increased by \$12.1 million (18.8 percent) from a beginning balance of \$64.5 million.
- As of December 31, 2022, the Village of Buffalo Grove's General Fund reported ending fund balance of \$47.8 million, an increase of \$9.5 million from the prior year. Of this amount, \$17.7 million was unassigned.

Overview of the Financial Statements

The MD&A is intended to serve as an introduction to the Village's basic financial statements. The Village of Buffalo Grove's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the Village's finances similar to the corporate sector in that all governmental and business-type activities are consolidated into one total for the Primary Government.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

The statement of net position presents information on all assets and deferred outflows and liabilities and deferred inflows, with the difference between the two reported as net position. Changing of the net position total over time can be one useful indicator in assessing the financial position of the Village. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event causing the change occurs, regardless of the timing of related cash flows. Revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include public safety (police and fire), public works, streets and sidewalks, community development, and general government. Property taxes, state and home rule sales tax, shared state income tax, real estate transfer tax, prepared food and beverage tax, and utility taxes finance most of these services. The Business-type Activities reflect private sector type operations and include Water and Sewer Funds, Refuse Fund, Buffalo Grove Golf Course and Arboretum Golf Course. The intent is for the fees to cover the costs of operations, infrastructure replacement, and debt services expenses.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village uses fund accounting to ensure and demonstrate fiscal accountability and legal compliance. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds are used to account for primarily the same functions reported as governmental activities in the government wide financial statements. The focus, unlike the government-wide financial statement, is on the sources and uses of available resources (cash and cash equivalents), in order to provide a near, or short-term view of the Village's operations. This information is useful in the evaluation of short-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

The Village of Buffalo Grove maintains nine individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Lake Cook Road TIF, Debt Service, Facilities Development, Street Maintenance, and Vehicle Equipment Replacement Funds, which are classified as major funds. Data on the other three governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in the report.

Proprietary Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village uses enterprise funds to account for its water and sewer utility, refuse service, and activities at the Buffalo Grove and Arboretum Golf Courses. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer Fund and the Arboretum Golf Fund as they are considered major funds.

Fiduciary Funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are reflected in the government-wide financial statement since the implementation of GASB 67 & 68. The implementation was completed in fiscal year 2015. The accounting used for fiduciary funds is much like that used for proprietary funds. Notes to the financial statement provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the budgetary comparison to actual for the general fund, as well as the Village's progress in funding its obligation to provide pension and retiree benefit plans to its employees.

Government-wide Financial Analysis

The assets and deferred outflows of the Village of Buffalo Grove exceeded liabilities and deferred inflows by \$107.1 million as of December 31, 2022. The largest portion of the Village's net position reflects its net investment in capital assets (\$103.3 million). Those capital assets include land, buildings, streets, utility infrastructure, and equipment, less any outstanding debt related to the original acquisition. The Village uses these capital assets to help facilitate service delivery to its residents; consequently, these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay the debt must be provided from other sources, since the capital assets cannot be used to reduce these liabilities.

A portion of the Village's net position (\$11.4 million) represents resources that are subject to external restrictions on how they may be used, of that amount \$4.4 million is restricted for improvements to roadway, public infrastructure, and other municipal public improvements. The remaining balance of unrestricted net position of (\$7.6) million includes \$7.4 million for capital projects related to the new Public Works facility. The total decrease in unrestricted net position from the prior year is \$8.2 million (1,366.7 percent).

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

The Village's combined net position increased by \$5.9 million as a result of governmental activities decreasing by \$6.2 million and business-type activities increasing by \$12.1 million. The net position of the Village's governmental funds was \$30.5 million. The Village's unrestricted net position for governmental activities that are available for day-to-day financial operations were (\$30.0) million compared to (\$19.6) million at December 31, 2021. The net position of business-type activities was \$76.6 million. The business type activities unrestricted net position increased by \$2.2 million from the previous year.

Village of Buffalo Grove's Net Position (in Millions)*

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets						
Current / Other Assets	\$ 96.2	76.5	30.1	23.3	126.3	99.8
Capital Assets	95.7	78.0	58.2	49.8	153.9	127.8
Total Assets	191.9	154.5	88.3	73.1	280.2	227.6
Deferred Outflows	28.4	14.6	2.1	2.3	30.5	16.9
Total Assets/Deferred Outflows	220.3	169.1	90.4	75.4	310.7	244.5
Liabilities						
Current Liabilities	11.9	8.3	3.5	2.2	15.4	10.5
Non-Current Liabilities	137.6	76.7	6.7	7.8	144.3	84.5
Total Liabilities	149.5	85.0	10.2	10.0	159.7	95.0
Deferred Inflows	40.3	47.4	3.6	0.9	43.9	48.3
Total Liabilities/ Deferred Inflows	189.8	132.4	13.8	10.9	203.6	143.3
Net Position:						
Net Investment in Capital Assets	50.0	51.4	53.3	44.3	103.3	95.7
Restricted	10.5	4.9	0.9	-	11.4	4.9
Unrestricted	(30.0)	(19.6)	22.4	20.2	(7.6)	0.6
Total Net Position	30.5	36.7	76.6	64.5	107.1	101.2

* Values may differ from financials due to rounding.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

Normal Impacts

There are five basic (normal) transactions that will affect the comparability of the Statement of Net Position summary presentation.

Net Results of Activities – which will impact (increase/decrease) current assets and unrestricted net position.

Borrowing of Capital – which will increase current assets and long-term debt.

Spending Borrowed Proceeds on New Capital – which will reduce current assets and increase capital assets. There is a second impact, an increase in invested in capital assets and an increase in related net debt which will not change the net investment in capital assets.

Reduction of Capital Assets through Depreciation – which will reduce capital assets and net investment in capital assets.

Current Year Impacts

At the end of the current fiscal year, the Village reported positive balances in two of the three categories of net position for the government as a whole as well as for governmental activities; whereas all three categories of net position for business-type activities resulted in positive balances.

Within the governmental activities, the Village increase in “Current and Other Assets” of \$19.7 million is primarily related to \$12.8 million more in cash and investments and \$2.5 million more in receivables. The Village experienced an increase of \$0.2 million (3.4 percent) in service charge revenues, \$2.0 million (62.5 percent) in operating grants/contributions, \$2.5 million (14.2 percent) in sales and use taxes, \$1.5 million (26.8 percent) in income taxes, \$0.1 million (3.8 percent) in utility taxes, \$0.4 million (25.0 percent) in property transfer taxes, and \$0.4 million (11.8 percent) in other revenues. Property taxes and telecommunications taxes stayed consistent to the prior year. The Village experienced a decrease of \$0.1 million (5.9 percent) in capital grants/contributions.

The Village maintained capital improvement and asset purchases in 2022. The Village has adopted a philosophy of funding capital improvements to a large extent on a pay-as-you-go basis, and retires debt obligations quickly, resulting in positive net position calculations. Declines in “Capital Assets” are primarily a result of depreciation.

Changes in Net Position

The Village's total revenues and expenses for governmental and business-type activities are reflected in the following chart:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited)
December 31, 2022

Village of Buffalo Grove's Changes in Net Position (in Millions)*

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues						
Program Revenues						
Charges for Services	\$ 6.0	5.8	19.5	19.9	25.5	25.7
Grants / Contributions						
Operating	5.2	3.2	-	-	5.2	3.2
Capital	1.6	1.7	0.3	-	1.9	1.7
General Revenues						
Property Taxes	17.0	17.0	-	-	17.0	17.0
Sales and Use Taxes	20.1	17.6	-	-	20.1	17.6
Income Taxes	7.1	5.6	-	-	7.1	5.6
Telecommunications Taxes	0.7	0.7	-	-	0.7	0.7
Utility Taxes	2.7	2.6	-	-	2.7	2.6
Property Transfer Taxes	2.0	1.6	-	-	2.0	1.6
Other General Revenues	3.8	3.4	0.9	0.8	4.7	4.2
Total Revenues	66.2	59.2	20.7	20.7	86.9	79.9
Expenses						
General Government	27.1	7.7	-	-	27.1	7.7
Public Safety	30.8	23.9	-	-	30.8	23.9
Public Works	8.0	8.0	-	-	8.0	8.0
Interest	1.2	1.0	-	-	1.2	1.0
Water	-	-	10.6	10.5	10.6	10.5
Sewer	-	-	0.9	0.9	0.9	0.9
Golf	-	-	2.4	2.8	2.4	2.8
Total Expenses	67.1	40.6	13.9	14.2	81.0	54.8
Change in Net Position						
Before Transfers	(0.9)	18.6	6.8	6.5	5.9	25.1
Transfers	(5.3)	(1.9)	5.3	1.9	-	-
Change in Net Position	(6.2)	16.7	12.1	8.4	5.9	25.1
Net Position - Beginning as Restated	36.7	20.0	64.5	56.1	101.2	76.1
Net Position - Ending	30.5	36.7	76.6	64.5	107.1	101.2

* Values may differ from financials due to rounding.

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

Normal Impacts

Revenues

Economic Condition – which can reflect a declining, stable or growing economic environment and has a substantial impact on property, sales, income, utility tax revenues as well as public spending habits for building permits, elective user fees and volumes of consumption.

Increase/Decrease in the Village Approved Rates – while certain tax rates are set by statute, the Village has significant authority to impose and periodically increase/decrease rates (water, building and licensing fees, ambulance fee, etc.).

Changing patterns in Intergovernmental and Grant Revenue – (both recurring and non-recurring) – certain recurring revenue (state shared revenues) may experience significant changes periodically while non-recurring (one-time) grants are less predictable and often distorting in their impact on year-to-year comparisons.

Market Impact on Investment Income – the Village's investment portfolio is structured to meet certain liabilities as they become due and the income generated is subject to market conditions that may cause the investment income to fluctuate.

Expenses

Changes in Authorized Personnel – changes in service demand may cause the Village to increase/decrease authorized staffing.

Salary Increase (general wage adjustments and merit) – compensation adjustments to ensure the Village can attract and retain high level employees.

Inflation – while overall inflation appears to be reasonably modest, the Village is a major consumer of certain commodities such as supplies, fuels, and parts. Some functions may experience unusual commodity-specific increases (e.g. fuel, road salt).

Current Year Impacts

Government Activities:

Governmental activities decreased the Village's net position by \$6.2 million to \$30.5 million. Significant elements contributing to this net change are as follows;

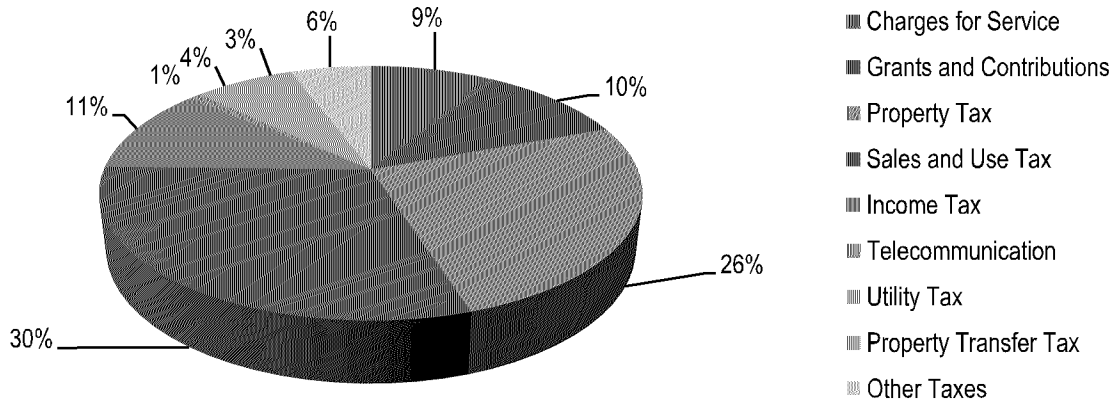
Revenues:

Revenues for the Village's governmental activities for the year ended December 31, 2022 were \$66.2 million, an increase of \$7.0 million or 11.8 percent. Property taxes continue to be one of the Village's largest sources of revenue (25.7 percent) at \$17.0 million. There was a 0.69% increase in the corporate agency tax levy collected in 2022 as the counties were able to collect a higher percentage of taxes billed than in 2021. The corporate levy for 2022, to be collected in 2023, is funding Police and Fire Protection. Included within the property tax revenues are the pension levies for the Police and Firefighter Pension Funds and IMRF/Social Security. The pension levies account for 37.2 percent of the property tax levy. Other taxes and intergovernmental revenue including sales tax, state income tax, utility tax, prepared food and beverage tax, hotel tax, and real estate transfer tax total \$32.6 million or 49.2 percent of total governmental activities revenue.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

Village of Buffalo Grove 2022 Revenue by Source Governmental Activities

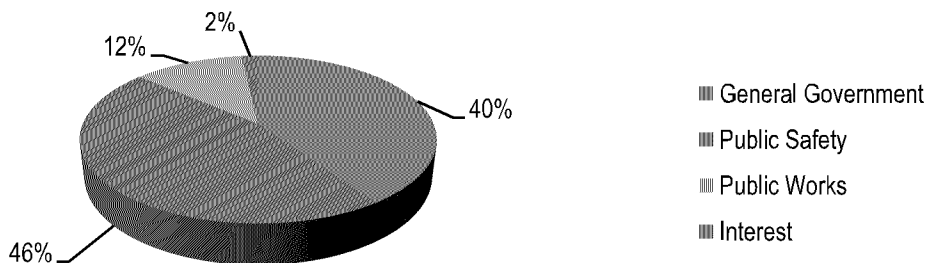


Sales and uses taxes increased by \$2.5 million compared to the previous year as retail sales remained strong throughout the year. Telecommunications taxes stayed consistent compared to prior year. Income taxes continue to rebound increasing \$1.5 million from FY 2021, a 26.8 percent change. Utility taxes increased \$0.1 million compared to the prior year. Property transfer taxes increased \$0.4 million compared to prior year. Sales and use tax are key indicators for the Village of Buffalo Grove's local economy and are improving year over year.

Expenses:

The cost of all governmental activities this year was \$67.1 million, an increase of 65.3 percent from 2021 (\$26.5 million). The largest increase was made in General Government expenses of \$19.4 million (251.9 percent) in 2022 as the Village recognized developer expenses of \$19 million in the TIF Fund as per a developer agreement for redevelopment of property located in the TIF District. Public Safety expenses increased by \$6.9 million and Public Works stayed consistent to the prior year.

Village of Buffalo Grove 2022 Expenses by Function Governmental Activities Expenses



VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

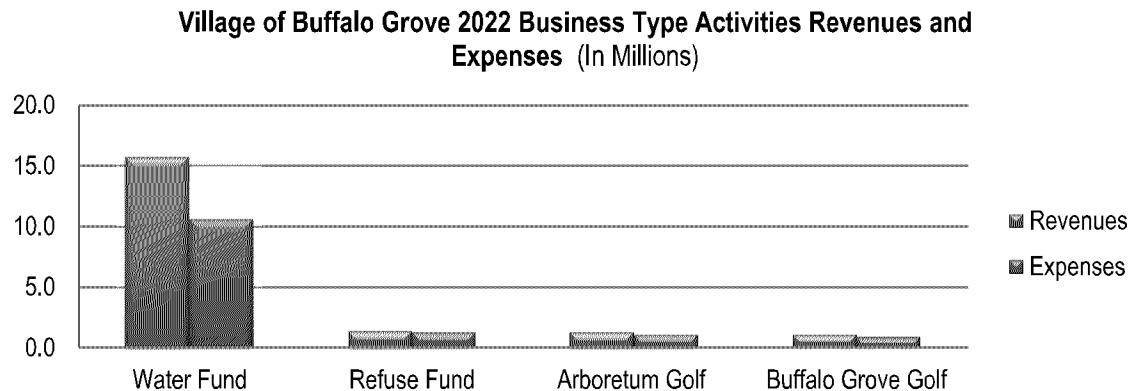
The Statement of Activities shows that \$6.0 million in revenue was generated to finance the services rendered by the user fees. Another \$6.8 million in revenue was generated by operating and capital grants and other contributions that was expended for capital improvements.

Business-Type Activities:

Business-type activities net position increased by \$12.1 million. Significant changes are noted below.

Revenue:

Water sales decreased \$200 thousand from the previous year. The total amount pumped was 1.29 billion gallons in 2021 versus 1.31 billion in 2022. The utility increased revenue with a 4.0 percent water rate increase. There was a slight decrease in water consumed of 0.61 billion gallons (5.09 percent) which equates to a decrease in water sales. The two golf courses generated \$2.4 million in 2022, \$0.2 million (7.7 percent) less than 2021 earnings. The following graph shows a comparison of revenues and expenses for each business type activity (excludes non-operating activity, transfers and GAAP adjustments).



Expenses:

Expenses from all business-type activities decreased by \$0.3 million or 2.1 percent. The Water Fund expenses stayed consistent compared to prior year, which compares favorably to a budgeted increase in expenses. Golf expenses were decreased in 2022 to \$0.2 million in total or 7.7 percent.

Financial Analysis of the Village's Funds

As noted earlier, the Village utilizes fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

VILLAGE OF BUFFALO GROVE, ILLINOIS

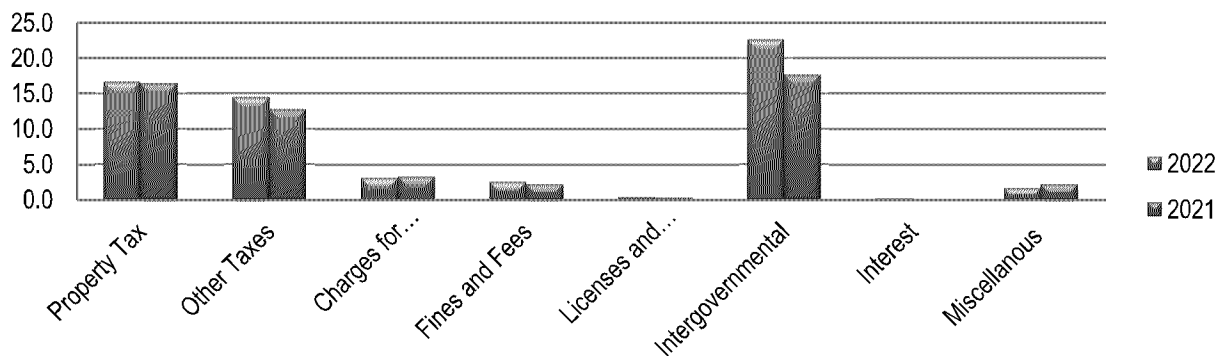
Management's Discussion and Analysis (Unaudited) December 31, 2022

The Village's governmental funds for the year ended December 31, 2022, reflect a combined fund balance of \$61.7 million on its balance sheet. This represents a \$10.6 million dollar increase over the balance posted last year. Governmental revenues increased a total of \$7.0 million. Sales taxes, both state shared and home rule, increased by \$2.3 million dollars. The increase reflects a strong year in retail sales. State shared income taxes increased by \$1.5 million and building permit revenues decreased by \$224 thousand. Governmental expenditures increased over prior year by \$26.5 million. Of this amount, \$19 million can be attributed to an expenditure recorded in the Lake Cook Road TIF fund related to a TIF Revenue Note. The net decrease in fund balance for the Debt Service Fund in 2022 was \$8.2 million compared to a combined increase in all other Governmental Funds of \$18.8 million. This decrease resulted from transfers out to other funds as the remaining 2020 bond proceeds were spent during the year. The Capital Projects Facilities balance increase of \$7.4 million can be attributed to bond proceeds and premium of \$21.4 million, offset by capital expenditures utilizing bond money of \$14.3 million. Of the total fund balance of \$61.7 million, \$17.7 million is unassigned indicating availability for future obligations.

The 2022 unassigned fund balance decreased by \$4.8 million. Nonspendable fund balance (\$138 thousand) represents amounts set aside for inventory and deposits. Restricted fund balance (\$13.0 million) relates to the remaining proceeds available on the 2022 General Obligation Bond, federal and state seizure funds, and nonmajor special revenue fund balances including the Motor Fuel Tax and Local Motor Fuel Tax funds. Committed fund balance (\$30.8 million) is to be used for future capital replacement.

The General Fund is the Village's main operating fund and accounts for core municipal services including, public safety (police and fire), public works, community development, and general administration. As such, it's useful to review the liquidity of the fund by comparing the unassigned fund balance against the General Fund operating budget. As of December 31, 2022, the unassigned fund balance represents 37.7 percent of the FY 2022 operating budget. The Fund Balance of the General Fund increased by \$9.5 million for the fiscal year ended December 31, 2022.

Village of Buffalo Grove 2022 General Fund Revenue (in millions)



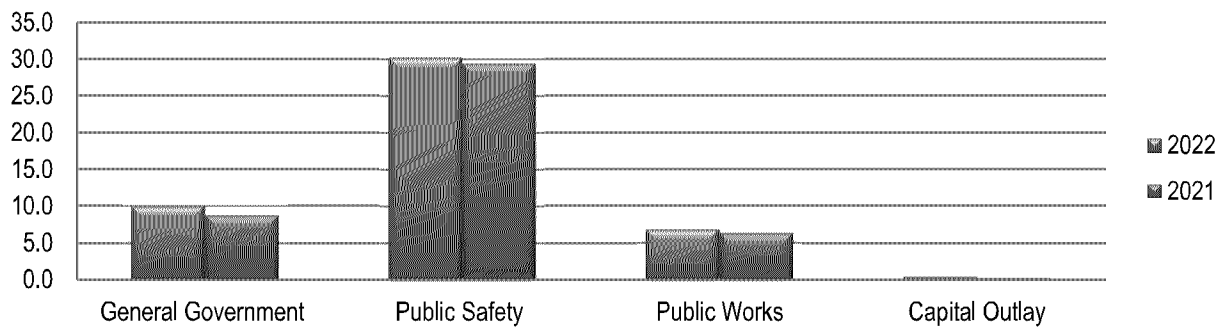
General Fund revenues increased by \$6.6 million in 2022. The most notable increases were in grants, state shared income tax, state shared sales tax and home rule sales tax of \$1.7 million, \$1.4 million, \$1.2 million, and \$1.2 million, respectively. During the year, the Village recognized \$2.7 million in American Rescue Plan Act (ARPA) grant money. As noted earlier, the increase in sales taxes was due to strong retail sales during the year. Real estate transfer taxes increased by \$0.40 million (25%). Local use tax increased \$0.14 million (8.4 percent), while building permit revenue decreased by \$0.22 million (10.3%). Other State of Illinois shared revenues increased \$259,196 (72.7%).

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

The overall increase in the General Fund revenue was 12.0 percent, while expenditures increased 6.3 percent (\$2.8 million) in 2022.

Village of Buffalo Grove 2022 General Fund Expenditures



The surplus of revenues over expenditures (before other financing sources/uses) was \$14.2 million. Adding in the Other Financing Sources (Uses), the net change to fund balance resulted in an increase of \$9.5 million. Public Safety Expenditures increased \$0.8 million, 2.7 percent, in FY 2022. Public Works increased 7.9 percent (\$0.5 million) and General Government spent \$1.3 million more in 2022 versus 2021.

Special Revenue Funds have a combined fund balance of \$4.4 million as of December 31, 2022. In 2022 the Village continued its initiative to improve local roadways by resurfacing streets, repairing bridges, and maintaining street, curb and gutter as needed. These projects were funded by state and local motor fuel tax revenue, bond proceeds, transfers from the General Fund and grant revenues in 2022. Revenues received from the state share of the motor fuel tax were \$2.6 million and local share of motor fuel tax of \$0.67 million. The scope of each year's identified maintenance, as determined through pavement analysis studies, typically surpasses the revenues received. The Capital Projects Street Fund expended \$5.1 million using the various revenue sources. Some street projects tied to grant funding were completed in 2022, the remainder will be expended in FY 2023.

The Debt Service Fund has a fund balance of \$32,249 at the end of FY 2022, which is a decrease of \$8,200,531 as the remaining funds from the 2020 bond proceeds were spent and the money transferred out to the applicable funds. The Village debt totals \$67.0 million, which includes general obligation bonds and a TIF revenue note. A total of \$2.6 million in principal was retired in the current year. The interest paid associated with the debt retired was \$1.2 million. Debt per capita is \$1,366.74 as of December 31, 2022.

Proprietary Funds

The Village of Buffalo Grove's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Village reports that both the Water and Sewer Fund and the Arboretum Golf Course as major proprietary funds. The Water and Sewer Fund accounts for all operating expenses of the municipal water system. Water is purchased wholesale from the City of Evanston through the Northwest Water Commission of which the Village is one of four members. Sanitary sewer service is provided by the Lake County Public Works Department for those property owners in Lake County. The Village acts as a billing partner to reduce administrative costs. The Metropolitan Water Reclamation District of Greater Chicago handles all the sanitary sewer treatment for Cook County residents and recovers its expenses through a property tax levy.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

The water and sewer utility experienced net operating income before interest and transfers of \$5.7 million for FY 2022, a decrease of \$0.1 million (2.1 percent) from the prior fiscal year. A rate increase of 4 percent was applied to all water and sewer usage. Sewer operations accounted for 29.7 percent, or \$5.3 million of the total Water and Sewer operational expenses. Water operations accounted for \$1.5 million (8.2 percent) and capital outlay for both systems totaling \$9.2 million (51.3 percent). The purchase of water accounted for 10.8 percent, or \$1.9 million. Sanitary sewer fees collected on behalf of Lake County Public Works was \$3.5 million for FY 2022. These two pass-through expenses account for 31 percent of the total operating expense of the fund.

Nonoperating revenue (expense) increased \$73,748 due to investment income.

The unrestricted net position of the Water and Sewer Fund at the end of the current fiscal year was \$21.7 million and of that amount \$9.2 million is the Village's equity interest in the Northwest Water Commission. The installment note to pay down the water meter replacement project is \$4.7 million, or 47.6 percent, of total liabilities in the water and sewer enterprise. The note is paid off by the increased margin of water metering accuracy.

The Village of Buffalo Grove owns and operates two municipal golf courses. The Village also reported the Arboretum Golf Course Fund as a major proprietary fund. This fund accounts for all operations of the Arboretum Golf Course. The course reported a year end unrestricted net position balance of \$138,313. Total revenues were up \$20,254 from 2021. The Buffalo Grove Golf Course generated \$1.3 million in operating revenue while incurring \$1.1 million in operating expenses. A total of 71,773 paid rounds were played between the two courses in 2022.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

General Fund Budgetary Highlights

The budget is formally presented to the Village Board in November and approved in December in conjunction with the tax levy request. As the Village operates under the Budget Officer Act, a public hearing, for public comment is conducted, before the budget is adopted. The budget document sets the legal spending ceiling for each fund and serves as the day-to-day management tool to ensure fiscal accountability.

General Fund Budgetary Highlights For the Fiscal Year Ended December 31, 2022 (in thousands)*

	Final Budget	Actual
Revenues and Transfers:		
Taxes	\$ 44,768	53,777
Charges for Services	2,403	3,109
Fines and Fees	1,703	2,490
Licenses and permits	355	416
Other Revenues	1,071	1,806
Transfers In	1,000	1,000
Total Revenues and Transfers	51,300	62,598
Expenditures and Transfers		
Expenditures	46,946	47,419
Transfers Out	6,208	5,648
Total expenditures and Transfers	53,154	53,067
Change in fund balance	(1,854)	9,531

* Values may differ from financials due to rounding.

Revenue (taxes) performed better than expected due to stronger than anticipated sales, income tax, and real estate transfer taxes. Actual expenditures slightly performed better than budget due to the reduction in transfers out to other funds.

Capital Assets

At the end of December 31, 2022, the Village had a combined total capital assets of \$153.9 million invested in a broad range of capital assets including, buildings, streets, storm sewers, and equipment. This amount represents a net increase (including additions and deductions) of \$26.1 million.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

Village of Buffalo Grove Capital Assets at Year End (in millions)*

		Governmental		Business-Type		Total	
		Activities		Activities			
		2022	2021	2022	2021	2022	2021
Land	\$	43.9	39.5	6.2	6.2	50.1	45.7
Construction in Progress		13.6	8.0	13.3	5.2	26.9	13.2
Buildings		12.8	4.2	1.6	0.6	14.4	4.8
Equipment and Vehicles		6.8	7.4	0.2	0.1	7.0	7.5
Land Improvements		2.4	2.5	-	-	2.4	2.5
Streets and Storm Sewers		16.2	16.4	-	-	16.2	16.4
Water and Sewer Infrastructure		-	-	36.9	37.7	36.9	37.7
		95.7	78.0	58.2	49.8	153.9	127.8

* Values may differ from financials due to rounding.

The Governmental Activities net capital assets increased from last year by \$17.7 million (22.7 percent). For the Business-type activities, the net capital assets increased by \$8.4 million or (16.9 percent).

The capital activity for the Village of Buffalo Grove is mostly in streets, water and sewer, and vehicles, including the construction in progress in these areas. The amounts added to the asset classes was offset by accumulated depreciation and not shown in the table above.

Detailed information on the Village's capital assets is included in Note 3.

Long-Term Debt

At year end, the Village had total debt outstanding of \$71.9 million as shown in the next table:

Village of Buffalo Grove Long-Term Debt (in millions)*

		Governmental		Business-Type		Total	
		Activities		Activities			
		2022	2021	2022	2021	2022	2021
General Obligation Bonds	\$	48.0	32.0	-	-	48.0	32.0
TIF Revenue Note Payable		19.0	-	-	-	19.0	-
IEPA Loans		-	-	0.2	0.3	0.2	0.3
Installment Contracts Payable		-	-	4.7	5.2	4.7	5.2
		67.0	32.0	4.9	5.5	71.9	37.5

* Values may differ from financials due to rounding.

The Village maintains assigned "AAA" ratings on its general obligation bonds from Standard and Poor's Corporation. Moody's Investor Services rates the Village of Buffalo Grove as "AA1".

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2022

The total per capita general obligation (GO) debt for the community stands at \$1,231.33 and represents 1.00 percent of the equalized assessed valuation of the Village.

The Village, under its home rule authority, does not have a legal debt limit.

Detailed information on the Village's long-term debt can be found in Note 3.

Economic Factors and Next Year's Budgets and Rates

The Village entered 2023 with a balanced operating budget. The budget for the fiscal year beginning January 1, 2023, is \$126,164,748 a 6.1 percent increase from the previous year. The general fund operating budget totals \$60,549,697 resulting in a 13.9 percent increase over the previous year.

Total capital spending during the year is estimated to be \$25.5 million. Continued emphasis will remain on developing innovative ways to deliver services and reduce costs while actively working to improve sales tax collections through economic development. In 2023, the Village enters year 3 of a five-year capital program to address the community's water and sanitary sewer system infrastructure replacement and street resurfacing and reconstructions projects. The additional funding that increases in water and sewer utility rates as well as the new fixed facility fees bring in are allocated entirely to capital projects and used to offset debt service exposure in the property tax levy.

Property taxes remain the Village's most stable revenue although the total assessed value of all taxable property was not expected to increase for the 2022 tax levy (extended and collected in 2023). A tax levy was adopted for the 2023 budget at the same level as the prior year for an increase of 0.0 percent. The Village mitigated an additional \$4.42 million in levied taxes through full abatements of the 2020 and 2022 bonds, as well as a partial abatement of the 2012 and 2016 bonds. If these amounts were not abated the levy increase would have been 20.5 percent. The Village will use operating funds to pay the bond payable amount not covered by the tax levy.

A Storm Water Management User Fee introduced in the FY 2016 budget offsets the costs related to maintaining, repairing and developing an infrastructure reserve for future system needs. This revenue stream has resulted in an additional \$1.1 million to the General Fund that is funding new and replacement storm sewer infrastructure.

Budgeted expenditures include general wage adjustments for non-represented employees and contractual salary adjustments which are part of labor agreements. The Village currently has two represented employee groups (police and fire).

Health insurance increases are minimized by the economies of scale provided by the Village's membership in the Intergovernmental Personnel Benefits Cooperative (IPBC). In 2023, included in the budget are monies to restore additional positions eliminated as part of the 2021 Budget due to Covid-19 and its economic impact.

VILLAGE OF BUFFALO GROVE, ILLINOIS**Management's Discussion and Analysis (Unaudited)
December 31, 2022**

CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the Village's finances and to demonstrate the Village's accountability for the money it receives. Questions concerning this report or requests for additional financial information should be directed to Chris Black, Director of Finance or Christine Berman, Deputy Director of Finance, Village of Buffalo Grove, 50 Raupp Boulevard, Buffalo Grove, IL 60089.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

VILLAGE OF BUFFALO GROVE, ILLINOIS**Statement of Net Position
December 31, 2022**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Net Position December 31, 2022

	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 62,209,670	15,072,584	77,282,254
Receivables - Net of Allowances	29,198,417	4,922,932	34,121,349
Prepays/Inventories	138,071	53,792	191,863
Total Current Assets	91,207,242	20,049,308	111,256,550
Noncurrent Assets			
Capital Assets			
Nondepreciable	57,466,683	19,511,631	76,978,314
Depreciable	125,056,980	96,893,484	221,950,464
Accumulated Depreciation	(86,788,173)	(58,156,921)	(144,945,094)
	95,735,490	58,248,194	153,983,684
Other Assets			
Investment in Joint Venture	-	9,190,522	9,190,522
Net Pension Asset - IMRF	4,970,471	890,233	5,860,704
Total Noncurrent Assets	100,705,961	68,328,949	169,034,910
Total Assets	191,913,203	88,378,257	280,291,460
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - ARO	-	1,531,200	1,531,200
Deferred Items - IMRF	2,293,744	410,820	2,704,564
Deferred Items - Police Pension	11,158,448	-	11,158,448
Deferred Items - Firefighters' Pension	11,346,940	-	11,346,940
Deferred Items - RBP	3,565,817	173,691	3,739,508
Total Deferred Outflows of Resources	28,364,949	2,115,711	30,480,660
Total Assets and Deferred Outflows of Resources	220,278,152	90,493,968	310,772,120

The notes to the financial statements are an integral part of this statement.

	Governmental Activities	Business-Type Activities	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 6,692,345	2,894,008	9,586,353
Accrued Payroll	1,016,406	61,676	1,078,082
Deposits Payable	386,397	25,075	411,472
Other Payables	955,998	-	955,998
Compensated Absences Payable	222,102	12,784	234,886
Current Portion of Long-Term Debt	2,591,265	568,838	3,160,103
Total Current Liabilities	11,864,513	3,562,381	15,426,894
Noncurrent Liabilities			
Compensated Absences Payable	888,407	51,138	939,545
Net Pension Liability - Police Pension	33,213,214	-	33,213,214
Net Pension Liability - Firefighters' Pension	22,405,314	-	22,405,314
Total OPEB Liability - RBP	11,449,608	557,713	12,007,321
General Obligation Bonds Payable - Net	50,649,401	-	50,649,401
TIF Revenue Note Payable	19,000,000	-	19,000,000
IEPA Loan Payable	-	232,281	232,281
Installment Note Payable	-	4,138,889	4,138,889
Asset Retirement Obligation	-	1,725,500	1,725,500
Total Noncurrent Liabilities	137,605,944	6,705,521	144,311,465
Total Liabilities	149,470,457	10,267,902	159,738,359
DEFERRED INFLOWS OF RESOURCES			
Grants	3,267,964	-	3,267,964
Property Taxes	17,115,541	-	17,115,541
Deferred Items - IMRF	8,059,272	1,443,451	9,502,723
Deferred Items - Police Pension	4,641,661	-	4,641,661
Deferred Items - Firefighters' Pension	3,706,422	-	3,706,422
Deferred Items - RBP	3,550,591	172,950	3,723,541
Deferred Items - Leases	-	2,001,931	2,001,931
Total Deferred Inflows of Resources	40,341,451	3,618,332	43,959,783
Total Liabilities and Deferred Inflows of Resources	189,811,908	13,886,234	203,698,142
NET POSITION			
Net Investment in Capital Assets	49,965,851	53,308,186	103,274,037
Restricted - IMRF	5,605,545	890,233	6,495,778
Restricted - Seizure Funds	459,276	-	459,276
Restricted - Motor Fuel Tax	4,362,004	-	4,362,004
Restricted - Metra Parking Lot	15,852	-	15,852
Restricted - TIF	62,355	-	62,355
Restricted - Debt Service	32,249	-	32,249
Unrestricted (Deficit)	(30,036,888)	22,409,315	(7,627,573)
Total Net Position	30,466,244	76,607,734	107,073,978

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Activities

For the Fiscal Year Ended December 31, 2022

	Expenses	Program Revenues		
		Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
Governmental Activities				
General Government	\$ 27,146,989	3,569,113	-	-
Public Safety	30,816,345	2,506,306	2,823,541	-
Public Works	8,038,122	(16,340)	2,357,866	1,610,891
Interest on Long-Term Debt	1,187,011	-	-	-
Total Governmental Activities	67,188,467	6,059,079	5,181,407	1,610,891
Business-Type Activities				
Water and Sewerage	10,550,484	15,710,593	-	-
Arboretum Golf	1,273,723	1,368,785	-	-
Buffalo Grove Golf	1,104,467	1,349,627	-	300,000
Refuse Service	897,956	1,072,015	-	-
Total Business-Type Activities	13,826,630	19,501,020	-	300,000
Total Primary Government	81,015,097	25,560,099	5,181,407	1,910,891

General Revenues

Taxes

Property

Home Rule Sales Tax

Telecommunications Tax

Utility Tax

Property Transfer Tax

Food and Beverage Tax

Hotel/Motel Tax

Other Taxes

Intergovernmental - Unrestricted

State Income Tax

Sales Tax

Local Use Tax

Replacement Tax

Road and Bridge Tax Vernon

Video Gaming Tax

Cannabis Tax

Other Taxes

Interest

Miscellaneous

Transfers - Internal Activity

Change in Net Position

Net Position - Beginning

Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Net (Expenses)/Revenues		
Primary Government		
Governmental Activities	Business-Type Activities	Totals
(23,577,876)	-	(23,577,876)
(25,486,498)	-	(25,486,498)
(4,085,705)	-	(4,085,705)
(1,187,011)	-	(1,187,011)
(54,337,090)	-	(54,337,090)
-	5,160,109	5,160,109
-	95,062	95,062
-	545,160	545,160
-	174,059	174,059
-	5,974,390	5,974,390
(54,337,090)	5,974,390	(48,362,700)
17,037,557	-	17,037,557
8,030,359	-	8,030,359
666,083	-	666,083
2,688,047	-	2,688,047
2,001,475	-	2,001,475
938,652	-	938,652
107,094	-	107,094
92,642	-	92,642
7,095,630	-	7,095,630
10,279,295	-	10,279,295
1,751,302	-	1,751,302
86,704	-	86,704
128,752	-	128,752
124,063	-	124,063
251,551	-	251,551
24,481	-	24,481
334,289	457,233	791,522
1,771,784	408,729	2,180,513
(5,314,424)	5,314,424	-
48,095,336	6,180,386	54,275,722
(6,241,754)	12,154,776	5,913,022
36,707,998	64,452,958	101,160,956
30,466,244	76,607,734	107,073,978

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Balance Sheet - Governmental Funds
December 31, 2022

	General	Special Revenue Lake Cook Road TIF
ASSETS		
Cash and Investments	\$ 47,147,517	66,774
Receivables - Net of Allowances		
Taxes	24,127,070	-
Other	3,075,656	-
Due from Other Funds	4,419	-
Inventories	136,380	-
Prepays	1,691	-
Total Assets	<u>74,492,733</u>	<u>66,774</u>
LIABILITIES		
Accounts Payable	4,104,140	-
Accrued Payroll	965,411	-
Deposits Payable	386,397	-
Due to Other Governments	955,998	-
Due to Other Funds	399,388	4,419
Total Liabilities	<u>6,811,334</u>	<u>4,419</u>
DEFERRED INFLOWS OF RESOURCES		
Grants	3,110,605	-
Property Taxes	16,780,272	-
	<u>19,890,877</u>	<u>-</u>
Total Liabilities and Deferred Inflows of Resources	<u>26,702,211</u>	<u>4,419</u>
FUND BALANCES		
Nonspendable	138,071	-
Restricted	1,094,350	62,355
Committed	28,857,031	-
Unassigned	17,701,070	-
Total Fund Balances	<u>47,790,522</u>	<u>62,355</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>74,492,733</u>	<u>66,774</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

Debt Service	Capital Projects			Nonmajor	Totals
	Facilities Development	Street Maintenance	Vehicle Equipment Replacement		
3,176	7,932,643	2,280,601	53,122	4,209,390	61,693,223
335,269	-	-	-	-	24,462,339
29,073	-	1,462,691	-	168,658	4,736,078
-	-	-	-	-	4,419
-	-	-	-	-	136,380
-	-	-	-	-	1,691
367,518	7,932,643	3,743,292	53,122	4,378,048	91,034,130
-	456,160	1,631,259	35,377	192	6,227,128
-	-	-	-	-	965,411
-	-	-	-	-	386,397
-	-	-	-	-	955,998
-	-	-	-	-	403,807
-	456,160	1,631,259	35,377	192	8,938,741
-	-	157,359	-	-	3,267,964
335,269	-	-	-	-	17,115,541
335,269	-	157,359	-	-	20,383,505
335,269	456,160	1,788,618	35,377	192	29,322,246
-	-	-	-	-	138,071
32,249	7,471,027	-	-	4,377,856	13,037,837
-	5,456	1,954,674	17,745	-	30,834,906
-	-	-	-	-	17,701,070
32,249	7,476,483	1,954,674	17,745	4,377,856	61,711,884
367,518	7,932,643	3,743,292	53,122	4,378,048	91,034,130

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Reconciliation of Total Governmental Fund Balance to
Net Position - Governmental Activities

December 31, 2022

Total Governmental Fund Balances	\$ 61,711,884
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	95,735,490
A net pension asset is not considered to represent a financial resource and therefore is not reported in the funds. Net Pension Asset - IMRF	4,970,471
Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	(5,765,528)
Deferred Items - Police Pension	6,516,787
Deferred Items - Firefighters' Pension	7,640,518
Deferred Items - RBP	15,226
Internal service funds are used by the Village to charge the costs of vehicle and equipment management and employee compensated absences to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position	60,707
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Compensated Absences Payable	(1,110,509)
Net Pension Liability - Police Pension	(33,213,214)
Net Pension Liability - Firefighters' Pension	(22,405,314)
Total OPEB Liability - RBP	(11,449,608)
General Obligation Bonds Payable - Net	(53,240,666)
TIF Revenue Note Payable	(19,000,000)
Net Position of Governmental Activities	<u>30,466,244</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS**Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended December 31, 2022**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended December 31, 2022

	General	Special Revenue Lake Cook Road TIF
Revenues		
Taxes	\$ 31,211,441	17,013
Intergovernmental	22,565,319	-
Charges for Services	3,108,954	-
Licenses and Permits	416,436	-
Fines and Forfeitures	2,489,966	-
Interest	220,455	-
Miscellaneous	1,585,152	100,000
Total Revenues	61,597,723	117,013
Expenditures		
General Government	10,026,720	19,066,491
Public Safety	30,178,107	-
Public Works	6,775,205	-
Capital Outlay	439,202	-
Debt Service		
Principal Retirement	-	-
Interest and Fiscal Charges	-	-
Total Expenditures	47,419,234	19,066,491
Excess (Deficiency) of Revenues Over (Under) Expenditures	14,178,489	(18,949,478)
Other Financing Sources (Uses)		
Debt Issuance	-	19,000,000
Premium on Debt Issuance	-	-
Transfers In	999,600	-
Transfers Out	(5,647,516)	-
	(4,647,916)	19,000,000
Net Change in Fund Balances	9,530,573	50,522
Fund Balances - Beginning	38,259,949	11,833
Fund Balances - Ending	47,790,522	62,355

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

Debt Service	Capital Projects			Nonmajor	Totals
	Facilities Development	Street Maintenance	Vehicle Equipment Replacement		
333,455	-	-	-	-	31,561,909
-	-	699,308	-	3,269,449	26,534,076
-	-	-	-	304	3,109,258
-	-	-	-	-	416,436
-	-	-	-	43,419	2,533,385
113,834	-	-	-	-	334,289
-	86,632	-	-	-	1,771,784
447,289	86,632	699,308	-	3,313,172	66,261,137
-	-	-	-	202,971	29,296,182
-	-	-	-	-	30,178,107
-	-	-	-	-	6,775,205
-	14,272,497	5,096,136	776,703	-	20,584,538
2,570,990	-	-	-	-	2,570,990
1,122,929	251,822	-	-	-	1,374,751
3,693,919	14,524,319	5,096,136	776,703	202,971	90,779,773
(3,246,630)	(14,437,687)	(4,396,828)	(776,703)	3,110,201	(24,518,636)
-	18,530,000	-	-	-	37,530,000
-	2,856,816	-	-	-	2,856,816
3,386,503	486,047	5,552,981	776,703	160,000	11,361,834
(8,340,404)	-	-	-	(2,688,338)	(16,676,258)
(4,953,901)	21,872,863	5,552,981	776,703	(2,528,338)	35,072,392
(8,200,531)	7,435,176	1,156,153	-	581,863	10,553,756
8,232,780	41,307	798,521	17,745	3,795,993	51,158,128
32,249	7,476,483	1,954,674	17,745	4,377,856	61,711,884

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances
to the Statement of Activities - Governmental Activities

For the Fiscal Year Ended December 31, 2022

Net Change in Fund Balances - Total Governmental Funds \$ 10,553,756

Amounts reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However, in the
Statement of Activities the cost of those assets is allocated over their estimated
useful lives and reported as depreciation expense.

Capital Outlays	20,313,750
Depreciation Expense	(2,608,583)
Disposals - Cost	(636,841)
Disposals - Accumulated Depreciation	636,841

The net effect of deferred outflows (inflows) of resources related
to the pensions not reported in the funds.

Change in Deferred Items - IMRF	(3,136,518)
Change in Deferred Items - Police Pension	14,376,097
Change in Deferred Items - Firefighters' Pension	13,776,937
Change in Deferred Items - RBP	(3,661,186)

The issuance of long-term debt provides current financial resources to
governmental funds, while the repayment of the principal on long-term
debt consumes the current financial resources of the governmental funds.

Change in Compensated Absences Payable	234,031
Change in Net Pension Liability - IMRF	5,646,050
Change in Net Pension Liability - Police Pension	(13,428,783)
Change in Net Pension Liability - Firefighters' Pension	(13,955,259)
Change in Total OPEB Liability - RBP	3,276,040
Issuance of Debt - Net	(40,386,816)
Retirement of Debt - Net	2,758,730

Changes in Net Position of Governmental Activities	<u><u>(6,241,754)</u></u>
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Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS**Statement of Net Position - Proprietary Funds
December 31, 2022**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Net Position - Proprietary Funds
December 31, 2022

	Business-Type Activities - Enterprise				Governmental Activities
	Water and Sewerage	Arboretum Golf	Nonmajor	Totals	Internal Service
ASSETS					
Current Assets					
Cash and Investments	\$ 13,851,357	271,232	949,995	15,072,584	516,447
Receivables - Net of Allowances					
Accounts	2,111,435	-	-	2,111,435	-
Other	705,398	8,892	1,308	715,598	-
Leases Receivable	-	1,116,994	978,905	2,095,899	-
Inventories	-	35,294	18,498	53,792	-
Total Current Assets	16,668,190	1,432,412	1,948,706	20,049,308	516,447
Noncurrent Assets					
Capital Assets					
Nondepreciable	13,313,117	5,219,738	978,776	19,511,631	-
Depreciable	82,614,944	11,042,332	3,236,208	96,893,484	-
Accumulated Depreciation	(45,487,598)	(9,993,063)	(2,676,260)	(58,156,921)	-
	50,440,463	6,269,007	1,538,724	58,248,194	-
Other Assets					
Investment in Joint Venture	9,190,522	-	-	9,190,522	-
Net Pension Asset - IMRF	673,857	70,195	146,181	890,233	-
Total Noncurrent Assets	60,304,842	6,339,202	1,684,905	68,328,949	-
Total Assets	76,973,032	7,771,614	3,633,611	88,378,257	516,447
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Items - ARO	1,531,200	-	-	1,531,200	-
Deferred Items - IMRF	310,968	32,393	67,459	410,820	-
Deferred Items - RBP	145,524	-	28,167	173,691	-
Total Deferred Outflows of Resources	1,987,692	32,393	95,626	2,115,711	-
Total Assets and Deferred Outflows of Resources	78,960,724	7,804,007	3,729,237	90,493,968	516,447

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

	Business-Type Activities - Enterprise				Governmental Activities
	Water and Sewerage	Arboretum Golf	Nonmajor	Totals	Internal Service
LIABILITIES					
Current Liabilities					
Accounts Payable	\$ 2,634,773	149,568	109,667	2,894,008	404,745
Accrued Payroll	47,175	6,095	8,406	61,676	50,995
Deposits Payable	25,075	-	-	25,075	-
Compensated Absences Payable	1,457	-	11,327	12,784	-
IEPA Loan Payable	20,444	-	-	20,444	-
Installment Note Payable	548,394	-	-	548,394	-
Total Current Liabilities	3,277,318	155,663	129,400	3,562,381	455,740
Noncurrent Liabilities					
Compensated Absences Payable	5,830	-	45,308	51,138	-
Total OPEB Liability - RBP	467,270	-	90,443	557,713	-
IEPA Loan Payable	232,281	-	-	232,281	-
Installment Note Payable	4,138,889	-	-	4,138,889	-
Asset Retirement Obligation	1,725,500	-	-	1,725,500	-
Total Noncurrent Liabilities	6,569,770	-	135,751	6,705,521	-
Total Liabilities	9,847,088	155,663	265,151	10,267,902	455,740
DEFERRED INFLOWS OF RESOURCES					
Deferred Items - IMRF	1,092,611	113,816	237,024	1,443,451	-
Deferred Items - RBP	144,903	-	28,047	172,950	-
Deferred Items - Leases	-	1,057,013	944,918	2,001,931	-
Total Deferred Inflows of Resources	1,237,514	1,170,829	1,209,989	3,618,332	-
Total Liabilities and Deferred Inflows of Resources	11,084,602	1,326,492	1,475,140	13,886,234	455,740
NET POSITION					
Net Investment in Capital Assets	45,500,455	6,269,007	1,538,724	53,308,186	-
Restricted	673,857	70,195	146,181	890,233	-
Unrestricted	21,701,810	138,313	569,192	22,409,315	60,707
Total Net Position	67,876,122	6,477,515	2,254,097	76,607,734	60,707
Total Liabilities, Deferred Inflows of Resources, and Net Position	78,960,724	7,804,007	3,729,237	90,493,968	516,447

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended December 31, 2022

	Water and Sewerage
Operating Revenues	
Charges for Services	\$ 15,710,593
Interfund Services	-
Miscellaneous	408,729
Total Operating Revenues	<u>16,119,322</u>
Operating Expenses	
Operations	8,692,805
Capital Outlay	7,669
Depreciation and Amortization	1,726,255
Total Operating Expenses	<u>10,426,729</u>
Operating Income	<u>5,692,593</u>
Nonoperating Revenues (Expenses)	
Interest Income	457,233
Interest Expense	(123,755)
	<u>333,478</u>
Income Before Transfers and Capital Contributions	<u>6,026,071</u>
Transfers In	8,010,974
Transfers Out	(2,421,550)
Capital Contributions	-
	<u>5,589,424</u>
Change in Net Position	11,615,495
Net Position - Beginning	<u>56,260,627</u>
Net Position - Ending	<u><u>67,876,122</u></u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise			Governmental Activities
Arboretum Golf	Nonmajor	Totals	Internal Service
1,368,785	2,421,642	19,501,020	-
-	-	-	5,473,064
-	-	408,729	-
1,368,785	2,421,642	19,909,749	5,473,064
1,271,507	1,919,797	11,884,109	5,473,064
-	28,961	36,630	-
2,216	53,665	1,782,136	-
1,273,723	2,002,423	13,702,875	5,473,064
95,062	419,219	6,206,874	-
-	-	457,233	-
-	-	(123,755)	-
-	-	333,478	-
95,062	419,219	6,540,352	-
-	-	8,010,974	-
-	(275,000)	(2,696,550)	-
300,000	-	300,000	-
300,000	(275,000)	5,614,424	-
395,062	144,219	12,154,776	-
6,082,453	2,109,878	64,452,958	60,707
6,477,515	2,254,097	76,607,734	60,707

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Cash Flows - Proprietary Funds For the Fiscal Year Ended December 31, 2022

	Water and Sewerage
Cash Flows from Operating Activities	
Receipts from Customers and Users	\$ 15,313,723
Interfund Services Provided	-
Payments to Suppliers	(6,191,664)
Payments to Employees	(1,126,355)
	<u>7,995,704</u>
Cash Flows from Capital and Related Financing Activities	
Purchase of Capital Assets	(9,159,143)
Principal Retirement	(510,745)
Interest Expense	(123,755)
	<u>(9,793,643)</u>
Cash Flows from Noncapital Financing Activities	
Transfers In	8,010,974
Transfers Out	(2,421,550)
	<u>5,589,424</u>
Cash Flows from Investing Activities	
Interest Income	457,233
Net Change in Cash and Cash Equivalents	4,248,718
Cash and Cash Equivalents - Beginning	9,602,639
Cash and Cash Equivalents - Ending	<u>13,851,357</u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities	
Operating Income	5,692,593
Adjustments to Reconcile Operating Income to Net Cash Provided by (Used in) Operating Activities:	
Depreciation and Amortization Expense	1,726,255
Other Income (Expense)	(866,892)
(Increase) Decrease in Current Assets	61,293
Increase (Decrease) in Current Liabilities	1,382,455
Net Cash Provided by Operating Activities	<u>7,995,704</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise			Governmental Activities
Arboretum Golf	Nonmajor	Totals	Internal Service
200,874	1,432,558	16,947,155	-
-	-	-	5,473,064
(125,071)	(361,759)	(6,678,494)	(4,303,388)
(243,269)	(669,845)	(2,039,469)	(1,003,613)
(167,466)	400,954	8,229,192	166,063
(740,408)	-	(9,899,551)	-
-	-	(510,745)	-
-	-	(123,755)	-
(740,408)	-	(10,534,051)	-
-	-	8,010,974	-
-	(275,000)	(2,696,550)	-
-	(275,000)	5,314,424	-
-	-	457,233	-
(907,874)	125,954	3,466,798	166,063
1,179,106	824,041	11,605,786	350,384
271,232	949,995	15,072,584	516,447
95,062	419,219	6,206,874	-
2,216	53,665	1,782,136	-
(34,537)	(36,654)	(938,083)	-
(1,133,374)	(989,084)	(2,061,165)	-
903,167	953,808	3,239,430	166,063
(167,466)	400,954	8,229,192	166,063

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Statement of Fiduciary Net Position
December 31, 2022**

	Pension Trust
ASSETS	
Cash and Cash Equivalents	\$ 3,514,505
Investments	
Illinois Police Officers' Pension Investment Fund	79,911,618
Illinois Firefighters' Pension Investment Fund	71,443,718
Equity Securities	1,272,176
Receivables - Net of Allowance	
Accrued Interest	850
Due from Other Funds	399,388
Prepays	795
Total Assets	<u>156,543,050</u>
LIABILITIES	
Accounts Payable	<u>3,974</u>
NET POSITION	
Net Position Restricted for Pensions	<u><u>156,539,076</u></u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Changes in Fiduciary Net Position For the Fiscal Year Ended December 31, 2022

	Pension Trust
Additions	
Contributions - Employer	\$ 5,785,278
Contributions - Plan Members	1,279,108
Contributions - Other	147,907
Total Contributions	<u>7,212,293</u>
Investment Earnings	
Interest Earned	1,300,007
Net Change in Fair Value	<u>(27,015,248)</u>
	(25,715,241)
Less Investment Expenses	<u>(131,520)</u>
Net Investment Income	<u>(25,846,761)</u>
Total Additions	<u>(18,634,468)</u>
Deductions	
Administration	107,159
Benefits and Refunds	<u>9,374,105</u>
Total Deductions	<u>9,481,264</u>
Change in Fiduciary Net Position	(28,115,732)
Net Position Restricted for Pensions	
Beginning	<u>184,654,808</u>
Ending	<u><u>156,539,076</u></u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Buffalo Grove, Illinois (the Village) incorporated in 1958, is a home-rule municipality, under the 1970 Illinois Constitution, located in both Lake County, Illinois and Cook County, Illinois. The Village operates under a Council-Manager form of government and provides public safety (police and fire protection), sanitation (water and sewer), building and zoning, engineering, recreation, civil defense and overall administration.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

REPORTING ENTITY

The Village's financial reporting entity comprises the following:

Primary Government:	Village of Buffalo Grove
---------------------	--------------------------

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus – an Amendment of GASB Statements No. 14 and No. 34," and includes all component units that have a significant operational or financial relationship with the Village. Based upon the criteria set forth in the GASB Statement No. 61, there are no component units included in the reporting entity.

Police Pension Employees Retirement System

The Village's sworn police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village President, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

REPORTING ENTITY – Continued

Firefighters' Pension Employees Retirement System

The Village's sworn firefighters participate in the Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of those employees and is governed by a five-member pension board, with two members appointed by the Village President, two elected from active participants of the Fund, and one elected from the retired members of the Fund. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining FPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the FPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's sworn firefighters. The FPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the FPERS.

BASIS OF PRESENTATION

Government-Wide Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The Village's police and fire safety, public works, and general administrative services are classified as governmental activities. The Village's water and sewerage, Arboretum golf, Buffalo Grove golf, and refuse services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations. The Village's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, police and fire safety, public works, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) charges to customers or applicants who purchase, use, or directly benefit from foods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Government-Wide Statements – Continued

The net costs (by function or business-type activity) are normally covered by general revenue (property tax, sales tax, intergovernmental revenues, interest income, etc.).

The Village does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expense in the General Fund) to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either have debt outstanding or a specific or community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

General Fund is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains four nonmajor special revenue funds.

Debt Service Funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Debt Service Fund is treated as a major fund.

Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Facilities Development Fund, a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's capital facilities. The Street Maintenance Fund, also a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's roadways. The Vehicle Equipment Replacement Fund, also a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for the acquisition, construction, improvement, repair, and replacement of the Village's vehicles and equipment.

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Proprietary Funds – Continued

Enterprise Funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains four enterprise funds. The Water and Sewerage Fund, a major fund, is used to account for the revenue and expenses related to the operation of the water and sewerage system. The Arboretum Golf Fund, also a major fund, is used to account for the revenues and expenses related to the operation of the golf course.

Internal Service Funds are used to account for the financing of goods or services provided by an activity to other departments, funds or component units of the Village on a cost-reimbursement basis. The Village maintains three internal services funds. The Information Technology Fund is used to account for all costs associated with providing technology services to all departments for the operation of the Village. The Central Garage Fund is used to account for the activity necessary to operate and maintain the Village's automotive fleet. User departments are charged a proportionate share determined by the number and types of vehicles in each department. The Building Maintenance Fund is used to account for providing a clean, healthy, and safe working environment in Village facilities, meeting areas and public areas.

The Village's internal service funds are presented in the proprietary fund financial statements. Because the principal users of the internal services are the Village's governmental activities, the financial statements of the internal service funds are consolidated into the governmental column when presented in the government-wide financial statements. To the extent possible, the cost of these services is reported in the appropriate functional activity (general government, police and fire safety, public works, etc.).

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or custodial capacity for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

Pension Trust Funds are used to account for assets held in a trustee capacity for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's police force. The Firefighters' Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's Fire Department.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Fiduciary Funds – Continued

The Village's pension trust funds are presented in the fiduciary fund financial statements. Since by definition these assets are being held for the benefit of a third party (pension participants) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the “current financial resources” measurement focus or the “economic resources” measurement focus is used as appropriate.

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70. A sixty-day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, franchise taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary and pension trust funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Village’s enterprise funds and of the Village’s internal service funds are charges to customers for sales and services. The Village also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

Cash and Investments

For the purpose of the Statement of Net Position, cash and cash equivalents are considered to be cash on hand, demand deposits, and cash with fiscal agent. For the purpose of the proprietary funds “Statement of Cash Flows,” cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, franchise taxes, and grants. Business-type activities report charges for services as their major receivables.

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Internal service fund services provided and used are not eliminated in the process of consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Prepays/Inventories

Prepays/inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements. The costs of governmental fund-type prepaids/inventories are recorded as expenditures when consumed rather than when purchased.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Capital Assets

Capital assets purchased or acquired with an original cost of \$10,000 or more (depending on asset class) are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized. Infrastructure such as streets, traffic signals and signs are capitalized. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation basis for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are recorded at acquisition value on the date donated. Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

Buildings	20 Years
Equipment and Vehicles	2 – 10 Years
Land Improvements	5 – 50 Years
Streets	5 – 50 Years
Storm Sewers	5 – 50 Years
Infrastructure	5 – 50 Years

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents a consumption/acquisition of net assets that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Compensated Absences – Continued

All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted – All other net position balances that do not meet the definition of “restricted” or “net investment in capital assets.”

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

The budget data included in the financial statements represent the Village's program budget and the appropriations represent the Village's legal expenditure limit. Budgets are adopted for the General Fund, Special Revenue Funds except for the Lake Cook Road TIF Fund, Debt Service Funds, Capital Projects Funds, Proprietary Funds, Pension Trust Funds and Internal Service Funds. All governmental fund-type budgets, pension trust fund-type budgets and internal service fund-type budgets are adopted on a basis consistent with GAAP. Proprietary Funds are adopted on a basis other than GAAP in that depreciation expense, income from the joint venture, and contributions from developers are not budgeted, and principal payments on long-term debt (if any) are budgeted. The Village Board of Trustees follows these procedures in establishing the budgetary and appropriations data reflected in the financial statements:

1. The Village Manager submits to the Board a proposed program budget for the fiscal year commencing January 1. The program budget includes proposed expenditures and the means of financing them.
2. Appropriation ordinance public hearings are conducted by the Village to obtain taxpayer comments, and the ordinance is subsequently adopted by the Board.
3. The program budget is legally enacted through a resolution adopted by the Board.
4. Any expenditures that exceed the total appropriations at the fund level must be approved by the Board of Trustees.

The Village Manager is authorized to transfer budgeted amounts between departments within any fund. However, any modifications to the legally adopted appropriation ordinance may not exceed expenditure limits, at the fund level, mandated by the appropriation ordinance without approval by the Board.

Appropriations, which are not expended by year-end, lapse and must be re-appropriated in the following year for the expenditure to be made. The Village does not employ the encumbrance method of accounting to reserve net position for subsequent year expenditures.

EXCESS OF ACTUAL EXPENDITURES/EXPENSES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures/expenses, exclusive of depreciation, over budget as of the date of this report:

Fund	Excess
General	\$ 473,319
Lake Cook Road TIF	18,999,999
Firefighters' Pension	605,851

NOTE 3 – DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds except the pension trust funds. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Permitted Deposits and Investments – Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, Illinois Funds, the Illinois Metropolitan Investment Fund and the Illinois Public Reserves Investment Management Trust.

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. Illinois Funds is not registered with the SEC as an investment company. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

The Illinois Metropolitan Investment Fund (IMET) is a non-for-profit investment trust formed pursuant to the Illinois Municipal Code. IMET is managed by a Board of Trustees elected from the participating members. IMET is not registered with the SEC as an Investment Company. Investments in IMET are valued at the share price, the price for which the investment could be sold.

The Illinois Public Reserves Investment Management Trust (IPRIME) is an investment opportunity and cash management service for Illinois Municipal Treasurers acting on behalf of counties, townships, cities, towns, villages, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, and all other political corporations or subdivisions of the State of Illinois. Participation in IPRIME is voluntary. IPRIME is not registered with the SEC as an Investment Company. Investments in IPRIME are valued at the share price, the price for which the investment could be sold.

Village

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$45,227,134 and the bank balances totaled \$40,543,305.

Investments. The Village has the following investment fair values and maturities:

Investment Type	Fair Value	Investment Maturities (in Years)			
		Less Than 1	1 to 5	6 to 10	More Than 10
U.S. Treasuries	\$ 2,781,134	-	2,781,134	-	-
State and Local Obligations	501,143	501,143	-	-	-
Illinois Funds	10,303,721	10,303,721	-	-	-
IMET	7,813,370	7,813,370	-	-	-
IPRIME	10,655,752	10,655,752	-	-	-
	32,055,120	29,273,986	2,781,134	-	-

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Village – Continued

The Village has the following recurring fair value measurements as of December 31, 2022:

Investments by Fair Value Level	Totals	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt Securities				
U.S. Treasuries	\$ 2,781,134	2,781,134	-	-
State and Local Obligations	501,143	-	501,143	-
	<u>3,282,277</u>	<u>2,781,134</u>	<u>501,143</u>	<u>-</u>
Investments Measured at the Net Asset Value (NAV)				
Illinois Funds	10,303,721			
IMET	7,813,370			
IPRIME	<u>10,655,752</u>			
Total Investments at the (NAV)	<u>28,772,843</u>			
Total Investments Measured at Fair Value	<u>32,055,120</u>			

Debt Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy protects against fair value losses resulting from rising interest rates by diversifying its investment portfolio to prevent over-concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. The Village does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The Village's investment policy applies the "prudent person" standard in managing its investment portfolio. As such, all investments are made with such judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Village – Continued

Credit Risk – Continued. The Village’s investment policy also limits investments in commercial paper to the highest rating classifications, as established by at least two of the four major rating services, and which mature not later than 180 days from the purchase date. Such purchases may not exceed 10% of the issuer corporation’s outstanding obligations. At year-end, the Village’s investment in the Illinois Funds was rated AA_{Am} by Standard & Poor’s, the Illinois Metropolitan Investment Trust Convenience Fund was not rated and the Illinois Public Reserves Investment Management Trust was rated AA_{Am} by Standard & Poor’s. The ratings on the Village’s investments in the state and local obligations are rated AA to AA+ by Standard & Poor’s.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Village’s deposits may not be returned to it. The Village’s investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Village to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Village’s name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral. The Village’s investments in the Illinois Funds, IMET, and IPRIME are not subject to custodial credit risk.

Concentration Risk. This is the risk of loss attributed to the magnitude of the Village’s investment in a single issuer. The Village limits the amount that can be invested in commercial paper to one-third of the Village’s total investments. At year-end, the Village does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund

The Illinois Police Officers Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual report. For additional information on IPOPIF's investments, please refer to their annual report, which can be obtained from IFPIF at 456 Fulton Street, Suite 402 Peoria, Illinois 61602 or at www.ipopif.org. The Fund transferred all eligible assets to the Investment Fund on May 2, 2022.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$2,899,529 and the bank balances totaled \$2,712,954.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Fund will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Fund to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Fund's name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund – Continued

Investments. At year-end the Fund has \$79,911,618 invested in IPOPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ipopif.org. In addition the Fund had \$1,272,176 invested in equity securities.

Investment Policy. IPOPIF's current investment policy was adopted by the Board of Trustees on December 17, 2021. IPOPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IPOPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 3 of the Illinois Pension Code.

Rate of Return

At year-end, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was (13.49%). The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Firefighters' Pension Fund

The Illinois Firefighters' Pension Investment Fund (IFPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate firefighter pension funds. IFPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IFPIF by Illinois suburban and downstate firefighter pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IFPIF. A schedule of investment expenses is included in IFPIF's annual report. For additional information on IFPIF's investments, please refer to their annual report, which can be obtained from IFPIF at 1919 South Highland Avenue, Building A, Suite 237, Lombard, IL 60148 or at www.ifpif.org. The Fund transferred all eligible assets to the IFPIF on January 4, 2022.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IFPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$614,976 and the bank balances totaled \$614,875.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Firefighters' Pension Fund – Continued

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Fund will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Fund to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Fund's name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral.

Investments. At year-end the Fund has \$71,443,718 invested in IFPIF, which is measured at the Net Asset Value (NAV) per share as determined by the pool. The pooled investments consist of the investments as noted in the target allocation table available at www.ifpif.org.

Investment Policy. IFPIF's current investment policy was adopted by the Board of Trustees on June 17, 2022. IFPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IFPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 4 of the Illinois Pension Code.

Rate of Return

At year-end, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was (15.79%). The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

INTERFUND BALANCES

Interfund balances are advances in anticipation of receipts to cover temporary cash shortages. The composition of interfund balances as of the date of this report, is as follows:

Receivable Fund	Payable Fund	Amount
General	Nonmajor	\$ 4,419
Police Pension	General	232,971
Fire Pension	General	166,417
		<u>403,807</u>

INTERFUND TRANSFERS

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Interfund transfers for the year consisted of the following:

Transfer In	Transfer Out	Amount
General	Water and Sewerage	\$ 999,600 (1)
Debt Service	General	447,603 (1)
Debt Service	Water and Sewerage	1,421,950 (2)
Debt Service	Nonmajor Governmental	1,241,950 (2)
Debt Service	Nonmajor Business-Type	275,000 (2)
Facilities Development	General	486,047 (2)
Street Maintenance	General	1,380,000 (2)
Street Maintenance	Debt Service	2,726,593 (1)
Street Maintenance	Nonmajor Governmental	1,446,388 (1)
Vehicle Replacement	General	776,703 (2)
Nonmajor Governmental	General	160,000 (3)
Water and Sewerage	General	2,397,163 (1)
Water and Sewerage	Debt Service	5,613,811 (1)
		<u>19,372,808</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LEASES RECEIVABLE

The Village is a lessor on the following leases at year end:

Leases	Term	Start Date	Payments	Interest Range
WJN Golf LLC	10 years	May 15, 2022	\$ 10,417 per month	1.05%
T-Mobile Cell Tower	7.6 years	January 1, 2022	\$ 3,790 per month	4.00%
Buffalo Grove Golf Course	15 years	January 1, 2022	\$ 4,547 per month	1.01%

During the fiscal year, the Village has recognized \$138,640 of lease revenue.

The future principal and interest lease payments as of year-end, are as follows:

Fiscal Year Ending	Principal	Interest
2023	194,721	30,323
2024	198,054	26,990
2025	202,510	16,497
2026	207,653	14,542
2027	213,376	12,543
2028	218,736	10,493
2029	210,365	8,403
2030	182,968	6,264
2031	186,876	4,078
2032	70,820	2,435
2033	53,793	1,871
2034	54,339	1,325
2035	54,890	774
2036	46,798	220
	<u>2,095,899</u>	<u>136,758</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 39,502,936	4,379,994	-	43,882,930
Construction in Progress	8,005,461	6,132,907	554,615	13,583,753
	<u>47,508,397</u>	<u>10,512,901</u>	<u>554,615</u>	<u>57,466,683</u>
Depreciable Capital Assets				
Buildings	27,019,561	9,154,937	521,953	35,652,545
Equipment and Vehicles	16,175,927	636,144	114,888	16,697,183
Land Improvements	3,242,060	-	-	3,242,060
Streets	30,363,831	564,383	-	30,928,214
Storm Sewers	38,536,978	-	-	38,536,978
	<u>115,338,357</u>	<u>10,355,464</u>	<u>636,841</u>	<u>125,056,980</u>
Less Accumulated Depreciation				
Buildings	22,820,291	511,905	521,953	22,810,243
Equipment and Vehicles	8,731,434	1,266,718	114,888	9,883,264
Land Improvements	731,072	64,845	-	795,917
Streets	15,203,533	558,870	-	15,762,403
Storm Sewers	37,330,101	206,245	-	37,536,346
	<u>84,816,431</u>	<u>2,608,583</u>	<u>636,841</u>	<u>86,788,173</u>
Net Depreciable Capital Assets	<u>30,521,926</u>	<u>7,746,881</u>	<u>-</u>	<u>38,268,807</u>
Net Capital Assets	<u>78,030,323</u>	<u>18,259,782</u>	<u>554,615</u>	<u>95,735,490</u>

Depreciation expense was charged to governmental activities as follows:

General Government	\$ 209,224
Public Safety	1,407,230
Public Works	<u>992,129</u>
	<u>2,608,583</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 6,198,514	-	-	6,198,514
Construction in Progress	5,246,587	8,944,951	878,421	13,313,117
	<u>11,445,101</u>	<u>8,944,951</u>	<u>878,421</u>	<u>19,511,631</u>
Depreciable Capital Assets				
Buildings	11,181,687	1,003,153	-	12,184,840
Equipment and Vehicles	136,362	147,977	-	284,339
Land Improvements	1,966,485	37,255	-	2,003,740
Infrastructure	81,475,929	944,636	-	82,420,565
	<u>94,760,463</u>	<u>2,133,021</u>	<u>-</u>	<u>96,893,484</u>
Less Accumulated Depreciation				
Buildings	10,570,535	53,899	-	10,624,434
Equipment and Vehicles	76,423	6,621	-	83,044
Land Improvements	1,966,485	-	-	1,966,485
Infrastructure	43,828,493	1,654,465	-	45,482,958
	<u>56,441,936</u>	<u>1,714,985</u>	<u>-</u>	<u>58,156,921</u>
Net Depreciable Capital Assets	<u>38,318,527</u>	<u>418,036</u>	<u>-</u>	<u>38,736,563</u>
Net Capital Assets	<u>49,763,628</u>	<u>9,362,987</u>	<u>878,421</u>	<u>58,248,194</u>

Depreciation expense was charged to business-type activities as follows:

Water and Sewerage	\$ 1,659,105
Arboretum Golf	2,215
Buffalo Grove Golf	<u>53,665</u>
	<u>1,714,985</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT

General Obligation Bonds

The Village issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the Village. General obligation bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$6,000,000 General Obligation Bonds of 2012 - Due in annual installments of \$100,000 to \$750,000 plus interest at 2.00% to 2.75% through June 30, 2030.	Debt Service	\$ 5,285,000	-	425,000	4,860,000
\$6,125,000 General Obligation Bonds of 2016 - Due in annual installments of \$300,000 to \$730,000 plus interest at 2.00% to 3.00% through December 30, 2031.	Debt Service	3,345,000	-	305,000	3,040,000
\$1,449,275 General Obligation Refunding Bonds of 2019 - Due in annual installments of \$234,030 to \$251,180 plus interest at 1.40% to 1.80% through December 30, 2025.	Debt Service	979,800	-	240,990	738,810
\$24,000,000 General Obligation Bonds of 2020 - Due in annual installments of \$1,330,000 to \$1,840,000 plus interest at 3.00% to 5.00% through December 30, 2035.	Debt Service	22,400,000	-	1,600,000	20,800,000
\$19,000,000 General Obligation Bonds of 2022 - Due in annual installments of \$1,330,000 to \$1,840,000 plus interest at 3.00% to 5.00% through December 30, 2042.	Debt Service	-	18,530,000	-	18,530,000
		32,009,800	18,530,000	2,570,990	47,968,810

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

IEPA Loans Payable

The Village has entered into loan agreements with the IEPA to provide low interest financing for pump station improvements. IEPA loans currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$6,638,399 IEPA Loan Payable of 2013 - Pump Stations Improvements - Due in semi-annual installments of \$6,788 to \$12,916, plus interest at 2.295%, through December 1, 2033.	Water and Sewerage	\$ 272,708	-	19,983	252,725

Installment Contract Payable

The Village also issues installment contracts payable to provide funds for the purchase of capital assets. Installment contracts currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Installment Note Payable dated March 27, 2015, due in quarterly installments of \$21,449 to \$227,680, plus interest at 2.35% through June 1, 2029.	Water and Sewerage	\$ 5,178,045	-	490,762	4,687,283

TIF Revenue Notes Payable

TIF revenue notes payable are issued to reimburse developers for qualifying costs incurred in the tax increment financing (TIF) districts and are expected to be repaid solely from tax increment financing revenues. Since these revenues are not determinable, there is no debt service requirement to maturity schedule. None of the TIF notes payable produced a capital asset owned by the Village. Developer notes currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$19,000,000 Tax Increment Revenue Note of 2022, bearing interest at 6.20% through January 1, 2042.	Lake Cook Road TIF	\$ -	19,000,000	-	19,000,000

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS

LONG-TERM DEBT – Continued

Asset Retirement Obligation

The Village has recognized an asset retirement obligation (ARO) and related deferred outflow of resources in connection with its obligation to seal and abandon various water wells, to seal underground tanks, and lift station at the end of their estimated useful lives in accordance with federal, state, and/or local requirements. The ARO was measured using actual historical costs for similar abandonments, adjusted for inflation through the end of the year. The estimated remaining useful lives of the water wells are 24 years, underground tanks are 49 years, and lift stations are 4 years.

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	\$ 1,344,540	234,031	468,062	1,110,509	222,102
Net Pension Liability/(Asset) - IMRF					
Governmental Activities	675,579	-	5,646,050	(4,970,471)	-
Net Pension Liability - Police	19,784,431	13,428,783	-	33,213,214	-
Net Pension Liability - Firefighters'	8,450,055	13,955,259	-	22,405,314	-
Total OPEB Liability - RBP	14,725,648	-	3,276,040	11,449,608	-
General Obligation Bonds	32,009,800	18,530,000	2,570,990	47,968,810	2,591,265
Plus: Unamortized Premium	2,602,780	2,856,816	187,740	5,271,856	-
TIF Revenue Note Payable	-	19,000,000	-	19,000,000	-
	<u>79,592,833</u>	<u>68,004,889</u>	<u>12,148,882</u>	<u>135,448,840</u>	<u>2,813,367</u>
Business-Type Activities					
Compensated Absences	124,792	60,870	121,740	63,922	12,784
Net Pension Liability/(Asset) - IMRF	123,357	-	1,013,590	(890,233)	-
Total OPEB Liability - RBP	833,813	-	276,100	557,713	-
IEPA Loans Payable	272,708	-	19,983	252,725	20,444
Installment Note Payable	5,178,045	-	490,762	4,687,283	548,394
Asset Retirement Obligation	1,725,500	-	-	1,725,500	-
	<u>8,258,215</u>	<u>60,870</u>	<u>1,922,175</u>	<u>6,396,910</u>	<u>581,622</u>

For the governmental activities, payments on the compensated absences, the net pension liabilities/(asset) and the total OPEB liability are made by the General Fund. Payments on general obligation bonds are being liquidated by the Debt Service Fund, and the TIF revenue note payable are made by the Lake Cook Road TIF Fund.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Long-Term Liability Activity – Continued

Additionally, for the business-type activities, the compensated absences are being liquidated by the Water and Sewerage Fund and the Buffalo Grove Golf Fund. The net pension liability/(asset) is being liquidated by the Water and Sewerage Fund, the Arboretum Golf Fund and the Buffalo Grove Golf Fund. The total OPEB liability is being liquidated by the Water and Sewerage Fund and Buffalo Grove Golf Fund. The IEPA loans payable, installment note payable and asset retirement obligation are being liquidated by the Water and Sewerage Fund.

Debt Service Requirements to Maturity

The annual debt service requirements to maturity, including principal and interest, are as follows:

Fiscal Year	Governmental Activities		Business-Type Activities			
	General Obligation		IEPA		Installment	
	Bonds		Loan Payable		Note Payable	
	Principal	Interest	Principal	Interest	Principal	Interest
2023	\$ 2,591,265	2,160,411	20,444	5,684	548,394	105,549
2024	2,611,365	1,796,116	20,916	5,212	610,091	92,095
2025	2,646,180	1,696,626	21,399	4,729	676,096	77,149
2026	2,410,000	1,595,619	21,893	4,235	746,659	60,610
2027	2,485,000	1,502,894	22,398	3,730	822,046	42,367
2028	2,510,000	1,405,338	22,915	3,213	902,537	22,304
2029	2,640,000	1,306,825	23,444	2,684	381,460	3,371
2030	2,795,000	1,233,125	23,985	2,143	-	-
2031	2,865,000	1,149,150	24,539	1,589	-	-
2032	2,975,000	1,046,000	25,105	1,023	-	-
2033	3,085,000	930,950	25,687	441	-	-
2034	3,205,000	811,400	-	-	-	-
2035	3,350,000	686,850	-	-	-	-
2036	2,340,000	556,150				
2037	2,460,000	439,150				
2038	2,580,000	316,150				
2039	1,035,000	187,150				
2040	1,085,000	135,400				
2041	1,130,000	92,000				
2042	1,170,000	46,800				
Totals	47,968,810	19,094,104	252,725	34,683	4,687,283	403,445

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Revolving Line-of-Credit

The Village has established a \$7,500,000 revolving line-of-credit with Northbrook Bank & Trust Company for working capital needs. At December 31, 2022 the balance is \$0 as the Village has not drawn on the line-of-credit.

Legal Debt Margin

Article VII, Section 6(k) of the 1970 Illinois Constitution governs the computation of legal debt margin. “The General Assembly may limit by law the amount and require referendum approval of debt to the incurred by home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.” To date the Illinois General Assembly has set no limits for home rule municipalities. The Village is a home rule municipality.

PROPERTY TAXES

Property taxes for 2021 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by Lake County and are payable in two installments, on or about July 1 and September 1 during the following year. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 1% of the tax levy to reflect actual collection experience.

TAX ABATEMENTS

The Village has entered into a tax abatement agreement with Woodman’s Food Market, Inc. as an incentive to stimulate economic development. The abatement is authorized through a Development Agreement passed by the Village Board in Ordinance 2016-067 on December 19, 2018. Woodman’s will be financially responsible for constructing all necessary offsite roadway and intersection improvements as required by the Village, County, or State along the public roadways along the perimeter of the property. The offsite improvements are estimated to be \$4,000,000. The Village will reimburse Woodman’s an amount not to exceed \$4,000,000 for the roadway improvements and an additional payment of \$3,000,000 for a combined total of \$7,000,000. In order to promote and assist Woodman’s with the project, the Village agrees to share certain sales tax received that corresponds to the new sales tax revenue generated from the retail sales of the project. The sales tax allowable is limited to the sales tax associated with grocery, general merchandise, and products only. Woodman’s must acquire or otherwise be authorized to use the premise in Buffalo Grove, construct and operate the business, and construct the offsite roadway improvements to be eligible for the incentives. As of December 31, 2022, the Village owes Woodman’s Food Market, Inc. \$521,798.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

TAX ABATEMENTS – Continued

The Village has entered into a tax abatement agreement with Edward Hines Lumber Co. as an incentive to stimulate economic development. The abatement is authorized through Village Ordinance 2000-67 on November 20, 2000 and has since been amended with Village Ordinance 2003-18 on March 3, 2003, Ordinance 2009-47 on August 3 2009 and Ordinance 2020-060 on August 17, 2020. Edward Hines Lumber Co. shall maintain a single order-acceptance point policy for all credit sales and shall not relocate the single order-acceptance point outside of the Village unless it violates or contravenes any state or federal law or court decision/determination. The Village will remit 60 percent of the municipal sales tax resulting from the credit sales received by the Village to Edward Hines Lumber Co. The Village will keep the remaining 40 percent. The Village's incentive payments for the year ended December 31, 2022 were \$2,108,097.

The Village has entered into a tax abatement agreement with LAB Development, LLC as an incentive to stimulate economic development. The abatement is authorized through Village Ordinance 2011-14 on March 21, 2011 and has since been amended with Village Ordinance 2016-032 on May 10, 2016. LAB Development, LLC shall conduct its business in Buffalo Grove, maintain a single order-acceptance point on premise. The amendment to the original agreement in 2016 requires LAB Development, LLC to extend their current lease at the premise in Buffalo Grove and expand the operation from 61,416 square feet to 124,605 square feet. The lease extension must be no less than 8.5 years, commencing January 1, 2016. The original agreement provided LAB Development, LLC with a tax abatement of 100 percent of the municipal sales tax in year one of the agreement, this percentage decreases 10 percent per year until year seven of the agreement. The amount of municipal sales tax abated to LAB Development, LLC could not exceed \$500,000 over the seven-year term. The amended agreement extended the abatements to LAB Development, LLC under new terms. LAB Development, LLC is entitled to 80 percent of the base municipal sales tax above \$162,207 in year one. The percentage per year decreases 10 percent until year five, from year five to year eight and a half the percentage is fixed at 50 percent. The base municipal sales tax amount of \$162,207 is fixed for the term of the contract and prorated for the half year in 2024. The amount of municipal sales tax to be abated is not to exceed \$2,600,000 over the life of the amended agreement. If LAB Development, LLC relocates or ceases business operations on the premise within five years of the commencement date of the amended contract they shall reimburse the Village 100 percent of the municipal sales tax payments to the Village within ninety days. IF LAB Development, LLC relocates or ceases business operations on the premise after the fifth year they will remit \$750,000 to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the sixth year they will remit \$375,000 to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the seventh year they will remit \$187,500 to the Village within ninety days. If LAB Development, LLC conducts less than \$30,000,000 of taxable sales at the premise in any given year of the contract they shall not receive more than 50 percent of the municipal sales tax increment for that year. The Village's incentive payments for the year ended December 31, 2022 were \$164,783.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

TAX ABATEMENTS – Continued

The Village has entered into a tax abatement agreement with Zonatherm. In order to encourage Zonatherm to maintain its business operation in the Village, and to assist with their project in the Village, the Village agrees to share home rule sales tax received by the Village using a formula which corresponds to new sales tax generated by Zonatherm over a finite period of time. For the first sales tax year, 100 percent of that year's incremental municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the second sales tax year 90 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the third sales tax year 80 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the fourth sales tax year 70 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the fifth sales tax year 60 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the sixth sales tax year 50 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the seventh sales tax year 50 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. The entire distribution cannot exceed \$500,000 in aggregate. This agreement will end upon the completion of the seventh year or the \$500,000 cap. In the event that Zonatherm ceases the business with seven years or generate less than \$1,000 in sales tax in any sales tax year, Zonatherm shall reimburse the Village 100 percent of the municipal sales tax payments received. The Village had no incentive payments for the year ended December 31, 2022.

In order to encourage BITS to relocate its business operation to the Village of Buffalo Grove, and to assist with their project in the Village, the Village agrees to share a portion of its home rule sales tax received by the Village using a formula which corresponds to new sales tax revenue generated by the business over a finite period of time. For the first sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for annual taxable sales greater than \$40,000,000. For the second sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the third sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the fourth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the fifth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the sixth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. Should BITS relocate or cease its business within the first two years of the agreement BITS shall reimburse the Village 85 percent of the total home rule sales tax distributed. Should BITS relocate or cease business after two years of this agreement than BITS agrees to reimburse the Village 75 percent

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

TAX ABATEMENTS – Continued

of the total home rules sales tax payments received. Should BITS relocate or cease business after three years of this agreement than BITS agrees to reimburse the Village 55 percent of the total home rules sales tax payments received. Should BITS relocate or cease business after four years of this agreement than BITS agrees to reimburse the Village 40 percent of the total home rules sales tax payments received. Should BITS relocate or cease business after five years of this agreement than BITS agrees to reimburse the Village 35 percent of the total home rules sales tax payments received. The Village's incentive payments for the year ended December 31, 2022 were \$734,602.

FUND BALANCE CLASSIFICATIONS

In the governmental fund financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Nonspendable Fund Balance. Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

Restricted Fund Balance. Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, the Village Board; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned Fund Balance. Consists of amounts that are constrained by the Village Board intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by the Village Board itself or by a body or official to which the Village Board has delegated the authority to assign amounts to be used for specific purposes. The Village's highest level of decision-making authority is the Village Board, who is authorized to assign amounts to a specific purpose.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE CLASSIFICATIONS – Continued

Unassigned Fund Balance. Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

Minimum Fund Balance Policy. The Village's fund balance policy for the General Fund requires committed fund balance to be maintained at a minimum of 25% of budgeted operating expenditures.

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Special Revenue Lake Cook Road TIF	Debt Service	Facilities Development	Street Maintenance	Vehicle Equipment Replacement	Nonmajor	Totals
Fund Balances								
Nonspendable								
Inventories	\$ 136,380	-	-	-	-	-	-	136,380
Prepays	1,691	-	-	-	-	-	-	1,691
	138,071	-	-	-	-	-	-	138,071
Restricted								
Seizure Funds	459,276	-	-	-	-	-	-	459,276
IMRF	635,074	-	-	-	-	-	-	635,074
Motor Fuel Tax	-	-	-	-	-	-	4,362,004	4,362,004
Metra Parking Lot	-	-	-	-	-	-	15,852	15,852
TIF	-	62,355	-	-	-	-	-	62,355
Debt Service	-	-	32,249	-	-	-	-	32,249
Capital Projects	-	-	-	7,471,027	-	-	-	7,471,027
	1,094,350	62,355	32,249	7,471,027	-	-	4,377,856	13,037,837
Committed								
Capital Projects	28,857,031	-	-	5,456	1,954,674	17,745	-	30,834,906
Unassigned	17,701,070	-	-	-	-	-	-	17,701,070
Total Fund Balances	47,790,522	62,355	32,249	7,476,483	1,954,674	17,745	4,377,856	61,711,884

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

NET POSITION/FUND BALANCE – Continued

Net Position Classifications

Net investment in capital assets was comprised of the following as of December 31, 2022:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 95,735,490
Plus: Unspent Bond Proceeds	7,471,027
Less Capital Related Debt:	
General Obligation Bonds	(47,968,810)
Unamortized Premium	<u>(5,271,856)</u>
Net Investment in Capital Assets	<u>49,965,851</u>
Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	58,248,194
Less Capital Related Debt:	
IEPA Loans Payable	(252,725)
Installment Note Payable	<u>(4,687,283)</u>
Net Investment in Capital Assets	<u>53,308,186</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. The Village has purchased insurance from private insurance companies. Risks covered include certain types of liabilities and bonds. Premiums have been displayed as expenditures/expenses in appropriate funds. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

CONTINGENT LIABILITIES

Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

JOINT VENTURES

Northwest Water Commission (NWWC)

The Village is a member of the Northwest Water Commission (NWWC) which consists of four municipalities. NWWC is a municipal corporation and public body politic and corporate established pursuant to the Constitution of the State of Illinois and the Intergovernmental Cooperation Act of the State of Illinois, as amended (the Act). NWWC is empowered under the Act to plan, construct, improve, extend, acquire, finance, operate and maintain a water supply system to serve its members and other potential water purchasers.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Northwest Water Commission (NWWC) – Continued

The four members of NWWC and their percentage shares as of April 30, 2022 are as follows:

	Percent Share
Village of Arlington Heights	38.30 %
Village of Buffalo Grove	17.65
Village of Palatine	28.61
Village of Wheeling	15.44
	<u>100.00 %</u>

These percentage shares are based upon formula contained in the water supply agreement and are subject to change in future years based on consumption by the municipalities.

The members form a contiguous geographic service area which is located northwest of downtown Chicago. Under the NWWC Agreement, additional members may join NWWC upon the approval of each member.

NWWC is governed by a Board of Commissioners which consists of one Village Manager from each member municipality. Each Commissioner has an equal vote. The officers of NWWC are appointed by the Board of Commissioners. The Board of Commissioners determines the general policy of NWWC, makes all appropriations, approves contracts for sale or purchase of water, adopts by-laws, rules and regulations, and exercises such powers and performs such duties as may be prescribed in the NWWC Agreement or the by-laws.

Summary of financial positions as of April 30, 2022:

Current Assets	\$ 21,715,385	Current Liabilities	\$ 884,658
Noncurrent Assets		Noncurrent Liabilities	-
Capital Assets	<u>31,210,733</u>	Total Liabilities	<u>884,658</u>
Total Assets	<u>52,926,118</u>	Net Position	<u>52,041,460</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Northwest Water Commission (NWWC) – Continued

Summary of revenues, expenses and changes in net position for the year ended April 30, 2022:

Operating Revenues	\$ 13,798,277
Operating Expenses	<u>11,626,816</u>
Operating Income	2,171,461
Nonoperating Revenue (Expenses)	<u>84,809</u>
Change in Net Position	2,256,270
Net Position - Beginning	<u>49,785,190</u>
Net Position - Ending	<u><u>52,041,460</u></u>

Complete financial statements can be obtained from the Northwest Water Commission, 1525 North Wolf Road, Des Plaines, Illinois 60015.

NWWC's bonds are revenue obligations. They are limited obligations of NWWC with a claim for payment solely from and secured by a pledge of the revenues of the system and amounts in various funds and accounts established by NWWC resolutions. The bonds are not a debt of any member. NWWC has no power to levy taxes.

Revenues of the system consist of: (a) all receipts derived from Water Supply Contracts or any other contract for the supply of water; (b) all income derived from the investment of monies; and (c) all income, fees, water service charges, and all rates, rents and receipts derived by NWWC from the ownership and operation of the system and the sale of water. NWWC covenants to establish fees and charges sufficient to provide revenues to meet all its requirements.

NWWC has entered into Water Supply Contracts with the four-member municipalities for a term of 40 years, extending to 2030. The Water Supply Contracts are irrevocable and may not be terminated or amended except as provided in the Water Supply Contract. Each member is obligated, on a "take or pay" basis, to purchase or in any event to pay for a minimum annual quantity of water.

NWWC has entered into an agreement with the City of Evanston under which the City has agreed to sell quantities of lake water sufficient to supply the projected water needs of NWWC through the year 2030.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Northwest Water Commission (NWWC) – Continued

The obligation of the Village to make all payments as required by this Contract is unconditional and irrevocable, without regard to performance or nonperformance by NWWC of its obligations under this Contract.

The payments required to be made by the Village under this Contract are required to be made solely from revenues to be derived by the Village from the operation of the Village's system. Members are not prohibited by the Contract from using other available funds to make payments required under the Contract. This Contract shall not constitute an indebtedness of the Village within the meaning of any statutory or constitutional limitation.

The obligation of the Village to make payments required by this Agreement from revenues of the Waterworks and Sewerage System shall be payable from the operation and maintenance account of the Water and Sewerage Fund.

In accordance with the joint venture agreement, the Village remitted \$1,925,672 to NWWC for the year ended April 30, 2022. All payments were paid from the Water and Sewerage Fund. The Village's share of net position of NWWC was \$9,190,522 at April 30, 2022.

Solid Waste Agency of Northern Cook County (SWANCC)

The Village is a member of the Solid Waste Agency of Northern Cook County (SWANCC) which consists of twenty-three municipalities. SWANCC is a municipal corporation and public body politic established pursuant to the Constitution Act of the State of Illinois and the Intergovernmental Cooperation Act of the State of Illinois, as amended.

SWANCC is empowered to plan, construct, finance, operate, and maintain a solid waste disposal system to serve its members. SWANCC is governed by a Board of Directors which consists of one appointed representative from each member municipality. Each Director has an equal vote. The officers of SWANCC are appointed by the Board of Directors.

The Board of Directors determines the general policy of SWANCC, makes all appropriations, approves contracts, adopts resolutions providing for the issuance of bonds or notes by SWANCC, adopts by-laws, rules and regulations, and exercises such powers and performs such duties as may be prescribed in the SWANCC agreement or the by-laws. Separate audited financial statements are available at 77 W Hintz Road, Suite 200, Wheeling, Illinois 60090.

SWANCC's bonds are revenue obligations. They are limited obligations of SWANCC, with a claim for payment solely from and secured by a pledge of the revenues of the system, and amounts in various funds and accounts established by SWANCC resolutions. SWANCC has no power to levy taxes.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Solid Waste Agency of Northern Cook County (SWANCC) – Continued

Revenues of the system consist of: (a) all receipts derived from Solid Waste Disposal Contracts or any other contracts for the disposal of waste; (b) all income derived from the investment of monies; and (c) all income, fees, service charges, and all grants, rents, and receipts derived by SWANCC from the ownership and operation of the system.

SWANCC covenants to establish fees and charges sufficient to provide revenues to meet all its requirements.

SWANCC has entered into Solid Waste Disposal Contracts with the member municipalities. The Contracts are irrevocable, and may not be terminated or amended, except as provided in the Contract. Each member is obligated, on a “take or pay” basis, to purchase or in any event to pay for a minimum annual cost of the system.

The obligation of the Village to make all payments as required by this Contract is unconditional and irrevocable, without regard to performance or nonperformance by SWANCC of its obligations under this Contract.

The payments required to be made by the Village under this Contract are required to be made solely from revenues to be derived by the Village from the operation of the Municipal Waste System Fund. The Village is not prohibited by the Contract from using any other funds to make the payments required by the Contract. The Contract shall not constitute an indebtedness of the Village within the meaning of any statutory or constitutional limitation.

In accordance with the joint venture agreement, the Village remitted \$897,956 to SWANCC for the year ended December 31, 2022, which is recorded in the Village’s Refuse Service Fund.

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan, and the Firefighters’ Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and Firefighters’ Pension Plan and may be obtained by writing to the Village at 50 Raupp Boulevard, Buffalo Grove, Illinois 60089. IMRF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online at www.imrf.org. The benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

The aggregate amount recognized for the three pension plans is:

	Pension Expense/ (Revenue)	Net Pension Liability/(Asset)	Deferred Outflows	Deferred Inflows
IMRF	\$ (4,110,545)	(5,860,704)	2,704,564	9,502,723
Police Pension	2,427,380	33,213,214	11,158,448	4,641,661
Firefighters' Pension	2,588,906	22,405,314	11,346,940	3,706,422
	905,741	49,757,824	25,209,952	17,850,806

Illinois Municipal Retirement Fund (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police Pension Plan and the Firefighters' Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

IMRF provides two tiers of pension benefits. Employees hired *before* January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Benefits Provided - Continued. Employees hired **on or after** January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

Plan Membership. As of December 31, 2021, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	124
Inactive Plan Members Entitled to but not yet Receiving Benefits	72
Active Plan Members	<u>84</u>
Total	<u><u>280</u></u>

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended December 31, 2022, the Village's contribution was 11.64% of covered payroll.

Net Pension (Asset). The Village's net pension (asset) was measured as of December 31, 2021. The total pension liability used to calculate the net pension (asset) was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2021, using the following actuarial methods and assumptions:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.25%
Salary Increases	2.85% to 13.75%
Cost of Living Adjustments	3.25%
Inflation	2.25%

For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	28.00%	(0.85%)
Domestic Equities	37.00%	2.85%
International Equities	18.00%	3.85%
Real Estate	9.00%	4.05%
Blended	7.00%	0.70% - 4.80%
Cash and Cash Equivalents	1.00%	(1.45%)

Discount Rate

The discount rate used to measure the total pension liability was 7.25%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the IMRF's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability/(asset) to changes in the discount rate. The table below presents the net pension liability/(asset) of the Village calculated using the discount rate as well as what the Village's net pension liability/(asset) would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability/(Asset)	\$ 2,718,618	(5,860,704)	(12,740,117)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Changes in the Net Pension Liability/(Asset)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability/(Asset) (A) - (B)
Balances at December 31, 2020	\$ 71,608,632	70,809,696	798,936
Changes for the Year:			
Service Cost	785,687	-	785,687
Interest on the Total Pension Liability	5,082,733	-	5,082,733
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience of the Total Pension Liability	1,307,006	-	1,307,006
Changes of Assumptions	-	-	-
Contributions - Employer	-	1,140,015	(1,140,015)
Contributions - Employees	-	383,301	(383,301)
Net Investment Income	-	12,021,830	(12,021,830)
Benefit Payments, including Refunds of Employee Contributions	(3,789,614)	(3,789,614)	-
Other (Net Transfer)	-	289,920	(289,920)
Net Changes	3,385,812	10,045,452	(6,659,640)
Balances at December 31, 2021	74,994,444	80,855,148	(5,860,704)

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the Village recognized pension revenue of \$4,110,545. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 1,583,103	-	1,583,103
Change in Assumptions	66,518	(373,585)	(307,067)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	(9,129,138)	(9,129,138)
Total Pension Expense to be Recognized in Future Periods	1,649,621	(9,502,723)	(7,853,102)
Pension Contributions Made Subsequent to the Measurement Date	1,054,943	-	1,054,943
Total Deferred Amounts Related to IMRF	<u>2,704,564</u>	<u>(9,502,723)</u>	<u>(6,798,159)</u>

\$1,054,943 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended December 31, 2022. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred (Inflows) of Resources
2023	\$ (1,386,693)
2024	(3,054,829)
2025	(2,019,625)
2026	(1,391,955)
2027	-
Thereafter	-
Total	<u>(7,853,102)</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At December 31, 2022, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	62
Inactive Plan Members Entitled to but not yet Receiving Benefits	10
Active Plan Members	<u>58</u>
Total	<u><u>130</u></u>

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of $\frac{1}{2}$ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at \$106,800, plus the lesser of $\frac{1}{2}$ of the annual change in the Consumer Price Index or 3 percent compounded.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., $\frac{1}{2}$ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or $\frac{1}{2}$ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2022, the Village's contribution was 48.24% of covered payroll.

Concentrations. At year end, the Pension Plan does not have any investments (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) in any one organization that represent 5 percent or more of net position available for benefits.

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	3.75% - 8.42%
Cost of Living Adjustments	3.25%
Inflation	2.25%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Actuarial Assumptions – Continued

Mortality rates were based on the PubS-2010 adjusted for plan status, demographics, and Illinois Public Pension data, as appropriate.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	\$ 45,385,798	33,213,214	16,155,538

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2021	\$ 118,040,661	98,256,230	19,784,431
Changes for the Year:			
Service Cost	1,545,376	-	1,545,376
Interest on the Total Pension Liability	7,732,224	-	7,732,224
Changes of Benefit Terms	(46,145)	-	(46,145)
Difference Between Expected and Actual Experience of the Total Pension Liability	(5,311,797)	-	(5,311,797)
Changes of Assumptions	530,076	-	530,076
Contributions - Employer	-	3,374,694	(3,374,694)
Contributions - Employees	-	691,080	(691,080)
Contributions - Other	-	147,907	(147,907)
Net Investment Income	-	(13,134,888)	13,134,888
Benefit Payments, including Refunds of Employee Contributions	(4,961,571)	(4,961,571)	-
Administrative Expense	-	(57,842)	57,842
Net Changes	(511,837)	(13,940,620)	13,428,783
Balances at December 31, 2022	117,528,824	84,315,610	33,213,214

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the Village recognized pension expense of \$2,427,380. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 2,613,105	(4,283,320)	(1,670,215)
Change in Assumptions	1,062,325	(358,341)	703,984
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	7,483,018	-	7,483,018
Total Deferred Amounts Related to Police Pension	11,158,448	(4,641,661)	6,516,787

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2023	\$ (177,959)
2024	1,611,955
2025	1,998,970
2026	3,149,842
2027	(66,021)
Thereafter	-
Total	6,516,787

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan

Plan Descriptions

Plan Administration. The Firefighters' Pension Plan is a single-employer defined benefit pension plan that covers all sworn firefighter personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active fire employees.

Plan Membership. At December 31, 2022, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	50
Inactive Plan Members Entitled to but not yet Receiving Benefits	2
Active Plan Members	<u>55</u>
Total	<u><u>107</u></u>

Benefits Provided. The following is a summary of the Firefighters' Pension Plan as provided for in Illinois State Statutes.

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of $\frac{1}{2}$ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3percent compounded annually thereafter.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for the pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2022, the Village's contribution was 39.42% of covered payroll.

Concentrations. At year end, the Pension Plan does not have any investments (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) in any one organization that represent 5 percent or more of net position available for benefits.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	3.75% - 9.48%
Cost of Living Adjustments	3.25%
Inflation	2.25%

Mortality rates were based on the PubS-2010 adjusted for plan status, demographics, and Illinois Public Pension data, as appropriate.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	\$ 35,520,501	22,405,314	11,657,151

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2021	\$ 94,848,633	86,398,578	8,450,055
Changes for the Year:			
Service Cost	1,443,273	-	1,443,273
Interest on the Total Pension Liability	6,222,731	-	6,222,731
Changes of Benefit Terms	(140,724)	-	(140,724)
Difference Between Expected and Actual Experience of the Total Pension Liability	(3,700,466)	-	(3,700,466)
Changes of Assumptions	367,867	-	367,867
Contributions - Employer	-	2,410,584	(2,410,584)
Contributions - Employees	-	588,028	(588,028)
Net Investment Income	-	(12,711,873)	12,711,873
Benefit Payments, including Refunds of Employee Contributions	(4,412,534)	(4,412,534)	-
Administrative Expense	-	(49,317)	49,317
Net Changes	(219,853)	(14,175,112)	13,955,259
Balances at December 31, 2022	94,628,780	72,223,466	22,405,314

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the Village recognized pension expense of \$2,588,906. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 2,189,029	(3,330,852)	(1,141,823)
Change in Assumptions	1,029,756	(375,570)	654,186
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	8,128,155	-	8,128,155
Total Deferred Amounts Related to Firefighters' Pension	11,346,940	(3,706,422)	7,640,518

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2023	\$ 152,535
2024	1,615,302
2025	2,772,822
2026	3,794,571
2027	(180,548)
Thereafter	(514,164)
Total	7,640,518

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS

General Information about the OPEB Plan

Plan Description. The Village's defined benefit OPEB plan, Village of Buffalo Grove Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the Village. RBP is a single-employer defined benefit OPEB plan administered by the Village. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Village Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. There are no separately issued financial statements.

Benefits Provided. RBP offers medical, prescription, vision, dental, life insurance coverage to retirees. Retirees pay full cost of coverage. Coverage ends at age 65 or once retirees are eligible for Medicare.

Plan Membership. As of December 31, 2022, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	55
Inactive Plan Members Entitled to but not yet Receiving Benefits	-
Active Plan Members	<u>201</u>
Total	<u><u>256</u></u>

Total OPEB Liability

The Village's total OPEB liability was measured as of December 31, 2022, and was determined by an actuarial valuation as of December 31, 2021.

Actuarial Assumptions and Other Inputs. The total OPEB liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Total OPEB Liability – Continued

Actuarial assumptions and other inputs - Continued.

Inflation	2.25%
Salary Increases	3.50%
Discount Rate	3.72%
Healthcare Cost Trend Rates	5.75% for 2020, decreasing to an ultimate rate of 4.50% for 2026 and later years
Retirees' Share of Benefit-Related Costs	100% of Benefit-Related Costs

The discount rate was based on a combination of the expected long-term rate of return on plan investments and the municipal bond rate.

Mortality rates were based on the sex distinct raw rates as developed in the RP-2014 study, with blue collar adjustment. These rates are improved generationally using MP-2020 improvement rates.

Change in the Total OPEB Liability

	Total OPEB Liability
Balance at December 31, 2021	\$ 15,559,461
Changes for the Year:	
Service Cost	643,540
Interest on the Total Pension Liability	314,733
Changes of Benefit Terms	(293,086)
Difference Between Expected and Actual Experience	(996,070)
Changes of Assumptions or Other Inputs	(2,658,932)
Benefit Payments	(562,325)
Net Changes	(3,552,140)
Balance at December 31, 2022	12,007,321

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The discount rate used to measure the total pension liability was 3.72%, while the prior valuation used 1.84%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

	1% Decrease (2.72%)	Current Discount Rate (3.72%)	1% Increase (4.72%)
Total OPEB Liability	\$ 13,883,636	12,007,321	10,511,367

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following is a sensitivity analysis of the total OPEB liability to changes in the healthcare cost trend rates. The table below presents the OPEB liability of the Village calculated using the discount rate as well as what the Village's total OPEB liability would be if it were calculated using healthcare trend rates that are one percentage point lower or one percentage point higher than the current rates:

	1% Decrease (Varies)	Healthcare Cost Trend Rates (Varies)	1% Increase (Varies)
Total OPEB Liability	\$ 10,217,484	12,007,321	14,342,368

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2022

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2022, the Village recognized OPEB expense of \$878,800. At December 31, 2022, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 1,135,141	(912,084)	223,057
Change in Assumptions	2,604,367	(2,811,457)	(207,090)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	-	-
Total Deferred Amounts Related to OPEB	<u>3,739,508</u>	<u>(3,723,541)</u>	<u>15,967</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year	Net Deferred Outflows/(Inflows) of Resources
2023	\$ 213,613
2024	213,613
2025	213,613
2026	213,613
2027	234,284
Thereafter	<u>(1,072,769)</u>
Total	<u>15,967</u>

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Employer Contributions
 - Illinois Municipal Retirement Fund
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Net Pension Liability/(Asset)
 - Illinois Municipal Retirement Fund
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Investment Returns
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Total OPEB Liability
 - Retiree Benefit Plan
- Budgetary Comparison Schedule
 - General Fund
 - Lake Cook Road TIF - Special Revenue Fund

Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information Schedule of Employer Contributions December 31, 2022

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,020,544	\$ 1,071,994	\$ 51,450	\$ 7,802,324	13.74%
2015	1,093,142	1,093,142	-	8,157,772	13.40%
2016	1,112,901	1,112,901	-	8,023,803	13.87%
2017	1,164,635	1,164,635	-	8,384,700	13.89%
2018	1,225,584	1,225,584	-	8,810,810	13.91%
2019	1,045,988	1,053,229	7,241	9,272,947	11.36%
2020	1,218,373	1,218,373	-	8,938,907	13.63%
2021	1,129,789	1,129,789	-	8,520,279	13.26%
2022	1,054,943	1,054,943	-	9,062,252	11.64%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	22 Years
Asset Valuation Method	5-Year Smoothed Market
Inflation	2.50%
Salary Increases	3.35% - 14.25%
Investment Rate of Return	7.25%
Retirement Age	See the Notes to the Financial Statements
Mortality	IMRF specific mortality table was used with fully generational projection scale MP-2017 (base year 2015).

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension Fund

Required Supplementary Information Schedule of Employer Contributions December 31, 2022

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 2,359,777	\$ 2,083,758	\$ (276,019)	\$ 5,984,178	34.82%
2015	2,256,676	2,284,315	27,639	6,056,962	37.71%
2016	2,407,865	2,430,017	22,152	6,406,672	37.93%
2017	2,538,183	2,641,453	103,270	6,565,793	40.23%
2018	2,673,256	2,668,632	(4,624)	6,738,022	39.61%
2019	2,795,672	2,899,820	104,148	6,957,008	41.68%
2020	3,034,524	3,095,593	61,069	7,316,636	42.31%
2021	3,361,940	3,333,876	(28,064)	6,594,984	50.55%
2022	3,394,077	3,374,694	(19,383)	6,994,975	48.24%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	5-Year Smoothed Market
Inflation	2.25%
Salary Increases	3.75% - 8.42%
Investment Rate of Return	7.00%
Retirement Age	Graded by Age (11% at 50 to 100% at age 62)
Mortality	PubS-2010 Adjusted for Plan Status, Demographics, and Illinois Public Pension Data, as Appropriate

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information Schedule of Employer Contributions December 31, 2022

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,884,815	\$ 2,168,844	\$ 284,029	\$ 5,224,950	41.51%
2015	1,848,990	2,202,138	353,148	5,308,713	41.48%
2016	1,728,496	2,166,040	437,544	5,390,509	40.18%
2017	1,862,674	1,864,498	1,824	5,585,881	33.38%
2018	1,897,942	1,897,968	26	5,836,466	32.52%
2019	1,859,212	1,915,164	55,952	6,026,152	31.78%
2020	1,984,773	2,019,305	34,532	5,890,818	34.28%
2021	2,390,386	2,370,805	(19,581)	5,846,393	40.55%
2022	2,424,085	2,410,584	(13,501)	6,114,396	39.42%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	18 Years
Asset Valuation Method	5-Year Smoothed Market
Inflation	2.25%
Salary Increases	3.75% - 9.48%
Investment Rate of Return	7.00%
Retirement Age	Graded by Age (7% at 50 to 100% at age 65)
Mortality	PubS-2010 Adjusted for Plan Status, Demographics, and Illinois Public Pension Data, as Appropriate

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information

Schedule of Changes in the Employer's Net Pension Liability/(Asset)

December 31, 2022

	12/31/14	12/31/15
Total Pension Liability		
Service Cost	\$ 964,574	860,654
Interest	3,808,085	4,031,299
Differences Between Expected and Actual Experience	(1,126,970)	1,338,146
Change of Assumptions	1,736,515	145,117
Benefit Payments, Including Refunds of Member Contributions	(2,148,231)	(2,416,367)
Net Change in Total Pension Liability	3,233,973	3,958,849
Total Pension Liability - Beginning	51,366,296	54,600,269
Total Pension Liability - Ending	54,600,269	58,559,118
Plan Fiduciary Net Position		
Contributions - Employer	\$ 1,071,994	1,093,142
Contributions - Members	369,278	402,168
Net Investment Income	2,892,087	241,715
Benefit Payments, Including Refunds of Member Contributions	(2,148,231)	(2,416,367)
Other (Net Transfer)	(1,146,370)	520,582
Net Change in Plan Fiduciary Net Position	1,038,758	(158,760)
Plan Net Position - Beginning	47,764,745	48,803,503
Plan Net Position - Ending	48,803,503	48,644,743
Employer's Net Pension Liability/(Asset)	\$ 5,796,766	9,914,375
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	89.38%	83.07%
Covered Payroll	\$ 8,195,678	8,157,772
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	70.73%	121.53%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

12/31/16	12/31/17	12/31/18	12/31/19	12/31/20	12/31/21
871,953	858,070	843,915	908,935	941,942	785,687
4,310,485	4,434,597	4,483,157	4,689,245	4,904,123	5,082,733
(921,372)	40,460	582,645	492,814	980,313	1,307,006
(220,386)	(1,963,662)	1,849,878	-	(738,149)	-
(2,582,301)	(2,637,150)	(2,792,678)	(2,983,908)	(3,303,412)	(3,789,614)
1,458,379	732,315	4,966,917	3,107,086	2,784,817	3,385,812
58,559,118	60,017,497	60,749,812	65,716,729	68,823,815	71,608,632
60,017,497	60,749,812	65,716,729	68,823,815	71,608,632	74,994,444
1,112,901	1,164,635	1,218,342	1,053,229	1,212,986	1,140,015
428,936	377,312	394,144	421,491	400,474	383,301
3,350,903	8,949,122	(2,997,666)	10,038,062	8,789,950	12,021,830
(2,582,301)	(2,637,150)	(2,792,678)	(2,983,908)	(3,303,412)	(3,789,614)
(346,357)	(974,388)	938,575	58,920	872,831	289,920
1,964,082	6,879,531	(3,239,283)	8,587,794	7,972,829	10,045,452
48,644,743	50,608,825	57,488,356	54,249,073	62,836,867	70,809,696
50,608,825	57,488,356	54,249,073	62,836,867	70,809,696	80,855,148
9,408,672	3,261,456	11,467,656	5,986,948	798,936	(5,860,704)
84.32%	94.63%	82.55%	91.30%	98.88%	107.81%
8,023,803	8,384,700	8,758,756	9,272,947	8,899,385	8,517,782
117.26%	38.90%	130.93%	64.56%	8.98%	(68.81%)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
December 31, 2022

	12/31/14	12/31/15
Total Pension Liability		
Service Cost	\$ 1,415,171	1,386,660
Interest	5,318,732	5,438,273
Differences Between Expected and Actual Experience	-	(1,015,708)
Change of Assumptions	-	4,811,344
Change of Benefit Terms	-	-
Benefit Payments, Including Refunds of Member Contributions	(2,747,592)	(2,969,657)
Net Change in Total Pension Liability	3,986,311	7,650,912
Total Pension Liability - Beginning	77,355,682	81,341,993
Total Pension Liability - Ending	81,341,993	88,992,905
Plan Fiduciary Net Position		
Contributions - Employer	\$ 2,083,758	2,284,315
Contributions - Members	654,693	669,077
Contributions - Other	-	-
Net Investment Income	3,756,487	186,635
Benefit Payments, Including Refunds of Member Contributions	(2,747,592)	(2,969,657)
Administrative Expense	(33,343)	(39,870)
Net Change in Plan Fiduciary Net Position	3,714,003	130,500
Plan Net Position - Beginning	52,540,449	56,254,452
Plan Net Position - Ending	56,254,452	56,384,952
Employer's Net Pension Liability	25,087,541	32,607,953
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	69.16%	63.36%
Covered Payroll	\$ 5,984,178	6,056,962
Employer's Net Pension Liability as a Percentage of Covered Payroll	419.23%	538.35%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

12/31/16	12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22
1,534,051	1,637,139	1,628,794	1,649,198	1,978,338	1,833,711	1,545,376
5,861,687	6,171,179	6,489,093	6,772,474	7,214,313	7,526,496	7,732,224
358,140	353,405	(92,557)	1,380,756	832,348	2,734,913	(5,311,797)
170,816	(3,590,403)	-	1,501,809	(639,813)	105,796	530,076
-	-	-	425,172	-	-	(46,145)
(3,283,543)	(3,602,086)	(3,803,918)	(4,150,161)	(4,677,746)	(5,271,645)	(4,961,571)
4,641,151	969,234	4,221,412	7,579,248	4,707,440	6,929,271	(511,837)
88,992,905	93,634,056	94,603,290	98,824,702	106,403,950	111,111,390	118,040,661
93,634,056	94,603,290	98,824,702	106,403,950	111,111,390	118,040,661	117,528,824
2,430,017	2,524,306	2,668,632	2,899,820	3,095,593	3,333,876	3,374,694
622,198	627,548	674,488	660,350	820,098	702,138	691,080
-	117,147	28,742	83,945	-	-	147,907
3,418,114	8,300,527	(2,726,611)	13,161,796	8,491,232	15,052,674	(13,134,888)
(3,283,543)	(3,602,086)	(3,803,919)	(4,150,161)	(4,677,746)	(5,271,645)	(4,961,571)
(43,969)	(62,733)	(51,073)	(59,767)	(56,614)	(52,096)	(57,842)
3,142,817	7,904,709	(3,209,741)	12,595,983	7,672,563	13,764,947	(13,940,620)
56,384,952	59,527,769	67,432,478	64,222,737	76,818,720	84,491,283	98,256,230
59,527,769	67,432,478	64,222,737	76,818,720	84,491,283	98,256,230	84,315,610
34,106,287	27,170,812	34,601,965	29,585,230	26,620,107	19,784,431	33,213,214
63.57%	71.28%	64.99%	72.20%	76.04%	83.24%	71.74%
6,406,672	6,565,793	6,738,022	6,957,008	7,316,636	6,594,984	6,994,975
532.36%	413.82%	513.53%	425.26%	363.83%	299.99%	474.82%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
December 31, 2022

	12/31/14	12/31/15
Total Pension Liability		
Service Cost	\$ 1,378,069	1,179,270
Interest	4,304,137	4,508,473
Differences Between Expected and Actual Experience	218,159	(1,080,688)
Change of Assumptions	(938,734)	1,139,953
Change in Benefit Terms	-	-
Benefit Payments, Including Refunds of Member Contributions	(1,943,411)	(2,141,668)
Net Change in Total Pension Liability	3,018,220	3,605,340
Total Pension Liability - Beginning	62,459,374	65,477,594
Total Pension Liability - Ending	65,477,594	69,082,934
Plan Fiduciary Net Position		
Contributions - Employer	\$ 2,168,844	2,202,138
Contributions - Members	502,014	524,714
Contributions - Other	-	-
Net Investment Income	3,195,916	654,625
Benefit Payments, Including Refunds of Member Contributions	(1,943,409)	(2,141,668)
Administrative Expense	(42,368)	(48,363)
Net Change in Plan Fiduciary Net Position	3,880,997	1,191,446
Plan Net Position - Beginning	45,275,721	49,156,718
Plan Net Position - Ending	49,156,718	50,348,164
Employer's Net Pension Liability	16,320,876	18,734,770
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.07%	72.88%
Covered Payroll	\$ 5,224,950	5,308,713
Employer's Net Pension Liability as a Percentage of Covered Payroll	312.36%	352.91%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

12/31/16	12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22
1,260,242	1,348,459	1,325,255	1,264,639	1,621,266	1,591,437	1,443,273
4,757,917	4,961,836	5,226,040	5,477,561	5,825,574	6,039,648	6,222,731
(133,067)	204,895	234,796	1,246,145	(121,525)	1,916,946	(3,700,466)
(588,791)	-	-	1,195,177	(453,769)	81,975	367,867
-	-	-	640,951	-	-	(140,724)
(2,225,410)	(2,540,912)	(2,940,773)	(3,445,092)	(3,823,483)	(4,182,238)	(4,412,534)
3,070,891	3,974,278	3,845,318	6,379,381	3,048,063	5,447,768	(219,853)
69,082,934	72,153,825	76,128,103	79,973,421	86,352,802	89,400,865	94,848,633
72,153,825	76,128,103	79,973,421	86,352,802	89,400,865	94,848,633	94,628,780
2,166,040	1,863,911	1,897,968	1,915,164	2,019,305	2,370,805	2,410,584
516,422	520,184	533,534	542,215	535,959	554,144	588,028
-	588	-	-	-	-	-
3,415,513	7,601,179	(2,917,744)	11,064,141	10,436,145	10,590,082	(12,711,873)
(2,225,410)	(2,540,912)	(2,940,773)	(3,445,092)	(3,823,483)	(4,182,238)	(4,412,534)
(42,284)	(60,925)	(75,110)	(104,664)	(74,148)	(60,102)	(49,317)
3,830,281	7,384,025	(3,502,125)	9,971,764	9,093,778	9,272,691	(14,175,112)
50,348,164	54,178,445	61,562,470	58,060,345	68,032,109	77,125,887	86,398,578
54,178,445	61,562,470	58,060,345	68,032,109	77,125,887	86,398,578	72,223,466
17,975,380	14,565,633	21,913,076	18,320,693	12,274,978	8,450,055	22,405,314
75.09%	80.87%	72.60%	78.78%	86.27%	91.09%	76.32%
5,390,509	5,585,881	5,836,466	6,026,152	5,890,818	5,846,393	6,114,396
333.46%	260.76%	375.45%	304.02%	208.37%	144.53%	366.44%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension Fund

Required Supplementary Information Schedule of Investment Returns December 31, 2022

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	7.00%
2015	0.67%
2016	5.71%
2017	14.38%
2018	(4.09%)
2019	20.58%
2020	11.06%
2021	17.79%
2022	(13.49%)

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information Schedule of Investment Returns December 31, 2022

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	7.08%
2015	1.32%
2016	6.78%
2017	14.05%
2018	(4.77%)
2019	19.23%
2020	15.46%
2021	13.76%
2022	(15.79%)

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Retiree Benefit Plan

Required Supplementary Information
Schedule of Changes in the Employer's Total OPEB Liability
December 31, 2022

	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22
Total OPEB Liability					
Service Cost	\$ 298,851	263,570	525,258	630,551	643,540
Interest	321,987	360,862	304,253	290,591	314,733
Changes in Benefit Terms	-	-	-	-	(293,086)
Differences Between Expected and Actual Experience	-	-	1,668,331	-	(996,070)
Change of Assumptions or Other Inputs	(774,109)	2,158,863	1,494,795	400,334	(2,658,932)
Benefit Payments	(389,489)	(409,592)	(551,381)	(583,085)	(562,325)
Net Change in Total OPEB Liability	(542,760)	2,373,703	3,441,256	738,391	(3,552,140)
Total OPEB Liability - Beginning	9,548,871	9,006,111	11,379,814	14,821,070	15,559,461
Total OPEB Liability - Ending	9,006,111	11,379,814	14,821,070	15,559,461	12,007,321
Covered-Employee Payroll	\$ 21,900,270	22,925,736	19,323,659	20,861,759	21,487,612
Total OPEB Liability as a Percentage of Covered-Employee Payroll	41.12%	49.64%	76.70%	74.58%	55.88%

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2018 through 2022.

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Property Taxes	\$ 16,780,272	16,780,272	16,687,089
Other Taxes	11,120,000	11,120,000	14,524,352
Intergovernmental	14,470,268	16,867,431	22,565,319
Charges for Services	2,403,100	2,403,100	3,108,954
Licenses and Permits	355,600	355,600	416,436
Fines and Forfeitures	1,702,700	1,702,700	2,489,966
Interest	58,600	58,600	220,455
Miscellaneous	1,012,500	1,012,500	1,585,152
Total Revenues	47,903,040	50,300,203	61,597,723
Expenditures			
General Government	9,241,135	9,241,135	10,026,720
Public Safety	30,021,754	30,021,754	30,178,107
Public Works	7,663,026	7,663,026	6,775,205
Capital Outlay	20,000	20,000	439,202
Total Expenditures	46,945,915	46,945,915	47,419,234
Excess (Deficiency) of Revenues Over (Under) Expenditures	957,125	3,354,288	14,178,489
Other Financing Sources (Uses)			
Transfers In	999,600	999,600	999,600
Transfers Out	(5,190,803)	(6,207,966)	(5,647,516)
	(4,191,203)	(5,208,366)	(4,647,916)
Net Change in Fund Balance	<u>(3,234,078)</u>	<u>(1,854,078)</u>	9,530,573
Fund Balance - Beginning			<u>38,259,949</u>
Fund Balance - Ending			<u>47,790,522</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Lake Cook Road TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Taxes	\$ -	-	17,013
Miscellaneous	-	-	100,000
Total Revenues	-	-	117,013
Expenditures			
General Government	-	66,492	19,066,491
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(66,492)	(18,949,478)
Other Financing Sources			
Debt Issuance	-	-	19,000,000
Net Change in Fund Balance	-	(66,492)	50,522
Fund Balance - Beginning			11,833
Fund Balance - Ending			62,355

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

INDIVIDUAL FUND SCHEDULES

GENERAL FUND

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

SPECIAL REVENUE FUNDS

The Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than fiduciary funds or capital projects funds) that are legally restricted to expenditure for specified purposes.

Motor Fuel Tax Fund

The Motor Fuel Tax Fund is used to account for expenditures related to approved motor fuel tax projects and revenue from the state gasoline tax as collected and distributed by the State of Illinois.

Local Motor Fuel Tax Fund

The Local Motor Fuel Tax Fund is used to finance local road and street improvements from local gasoline tax revenues collected and distributed by the State of Illinois.

Lake Cook Road TIF Fund

The Lake Cook Road TIF Fund is used to account for incremental revenues generated within the TIF boundaries and costs incurred from the formation and redevelopment of the Village's Lake Cook Road Corridor.

Metra Parking Lot Fund

The Metra Parking Lot fund is used to account for revenue generated and costs incurred from the operation of the Metra parking lot operated by the Village.

DEBT SERVICE FUND

The Debt Service Fund is used to account for monies restricted, committed or assigned to pay for principal and interest payments on the Village's debt obligations.

INDIVIDUAL FUND SCHEDULES

CAPITAL PROJECTS FUNDS

The Capital Projects Funds are used to account for all resources used for the acquisition of capital assets except those financed by Proprietary Funds.

Facilities Development Fund

The Facilities Development Fund is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's capital facilities.

Street Maintenance Fund

The Street Maintenance Fund is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's roadways.

Vehicle Equipment Replacement Fund

The Vehicle Equipment Replacement Fund is used to account for the purchase of vehicles and capital equipment for the General Fund operating departments. Financing is typically provided by the General Fund committed fund balance.

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose.

Water and Sewerage Fund

The Water and Sewerage Fund is used to account for the revenue and expenses related to the operation of the water and sewerage system.

Arboretum Golf Fund

The Arboretum Fund is used to account for the revenues and expenses related to the operation of the Arboretum golf course.

INDIVIDUAL FUND SCHEDULES

ENTERPRISE FUNDS - Continued

Buffalo Grove Golf Fund

The Buffalo Grove Golf Fund is used to account for revenue and expenses associated with operating the Village's golf course.

Refuse Service Fund

The Refuse Fund is used to account for refuse services contracted by the Village for the benefit of its citizens by a private entity. The fund is financed by the fees charged to residents by the private entity and remitted back to the Village of Buffalo Grove.

INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies other governmental unit, or to other governmental units, on a cost-reimbursement basis.

Information Technology Fund

The Technology Fund is used to account for all costs associated with providing technology services to all departments in the Village. This fund accounts for global technology costs, shared, and/or exclusive department specific hardware, software, and other technology needs. Costs are assessed to each department by combining the cost of all direct and indirect/shared services as incurred. The indirect/shared costs are charged back per the user base of service(s).

Central Garage Fund

The Central Garage Fund is used to account for the activities required to operate and maintain the Village's automotive fleet. Department charges are derived from the work order process; which documents the type of work performed and cost(s) associated with the work.

Building Maintenance Fund

The Building Maintenance Fund is used to account for providing a clean, healthy, and safe working environment in Village facilities, meeting areas and public areas.

INDIVIDUAL FUND SCHEDULES

TRUST AND CUSTODIAL FUNDS

PENSION TRUST FUNDS

Police Pension Fund

The Police Pension Fund is used to account for the resources necessary to provide retirement and disability pension benefits to full-time sworn police personnel. Although this is a single-employer pension plan, the defined benefits and employer and employee contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. Financing is provided by the Village contributions, employee payroll withholdings, and investment income.

Firefighter's Pension Fund

The Firefighters' Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees of the fire department at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Debt Service Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Taxes			
Property Taxes	\$ 335,269	335,269	333,455
Interest	5,000	5,000	113,834
Total Revenues	340,269	340,269	447,289
Expenditures			
Debt Service			
Principal Retirement	2,570,990	2,570,990	2,570,990
Interest and Fiscal Charges	1,105,782	1,125,782	1,122,929
Total Expenditures	3,676,772	3,696,772	3,693,919
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,336,503)	(3,356,503)	(3,246,630)
Other Financing Sources (Uses)			
Transfers In	3,336,503	3,336,503	3,386,503
Transfers Out	(6,631,522)	(8,340,404)	(8,340,404)
	(3,295,019)	(5,003,901)	(4,953,901)
Net Change in Fund Balance	(6,631,522)	(8,360,404)	(8,200,531)
Fund Balance - Beginning			8,232,780
Fund Balance - Ending			32,249

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Facilities Development - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Interest	\$ -	-	86,632
Expenditures			
Capital Outlay	1,036,200	14,331,783	14,272,497
Debt Service			
Interest and Fiscal Charges	-	251,822	251,822
Total Expenditures	1,036,200	14,583,605	14,524,319
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,036,200)	(14,583,605)	(14,437,687)
Other Financing Sources			
Debt Issuance	-	18,530,000	18,530,000
Premium on Debt Issuance	-	2,856,816	2,856,816
Transfers In	1,036,200	1,036,200	486,047
	1,036,200	22,423,016	21,872,863
Net Change in Fund Balance	-	7,839,411	7,435,176
Fund Balance - Beginning			41,307
Fund Balance - Ending			7,476,483

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Street Maintenance - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Intergovernmental	\$ -	-	699,308
Expenditures			
Capital Outlay	5,437,870	5,437,870	5,096,136
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,437,870)	(5,437,870)	(4,396,828)
Other Financing Sources			
Transfers In	5,437,870	5,437,870	5,552,981
Net Change in Fund Balance	-	-	1,156,153
Fund Balance - Beginning			798,521
Fund Balance - Ending			1,954,674

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Vehicle Equipment Replacement - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
None	\$ -	-	-
Expenditures			
Capital Outlay	2,205,000	2,205,000	776,703
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,205,000)	(2,205,000)	(776,703)
Other Financing Sources			
Transfers In	2,205,000	2,205,000	776,703
Net Change in Fund Balance	-	-	-
Fund Balance - Beginning			17,745
Fund Balance - Ending			17,745

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Governmental Funds

Combining Balance Sheet
December 31, 2022

	Special Revenue			
	Motor Fuel Tax	Local Motor Fuel Tax	Metra Parking Lot	Totals
ASSETS				
Cash and Investments	\$ 3,746,087	447,259	16,044	4,209,390
Receivables - Net of Allowances				
Other	168,658	-	-	168,658
Total Assets	3,914,745	447,259	16,044	4,378,048
LIABILITIES				
Accounts Payable	-	-	192	192
FUND BALANCES				
Restricted	3,914,745	447,259	15,852	4,377,856
Total Liabilities and Fund Balances	3,914,745	447,259	16,044	4,378,048

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Year Ended December 31, 2022

	Special Revenue			Totals
	Motor Fuel Tax	Local Motor Fuel Tax	Metra Parking Lot	
Revenues				
Taxes	\$ -	-	-	-
Intergovernmental	2,606,615	662,834	-	3,269,449
Charges for Services	-	-	304	304
Fines and Forfeitures	-	-	43,419	43,419
Miscellaneous	-	-	-	-
Total Revenues	2,606,615	662,834	43,723	3,313,172
Expenditures				
General Government	-	-	202,971	202,971
Capital Outlay	-	-	-	-
Total Expenditures	-	-	202,971	202,971
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,606,615	662,834	(159,248)	3,110,201
Other Financing Sources (Uses)				
Debt Issuance	-	-	-	-
Transfers In	-	-	160,000	160,000
Transfers Out	(2,246,388)	(441,950)	-	(2,688,338)
	(2,246,388)	(441,950)	160,000	(2,528,338)
Net Change in Fund Balances	360,227	220,884	752	581,863
Fund Balances - Beginning	3,554,518	226,375	15,100	3,795,993
Fund Balances - Ending	3,914,745	447,259	15,852	4,377,856

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Motor Fuel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Intergovernmental			
Motor Fuel Tax	\$ 1,600,000	1,600,000	1,695,032
Grants	911,600	911,600	911,583
Total Revenue	2,511,600	2,511,600	2,606,615
Expenditures			
None	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,511,600	2,511,600	2,606,615
Other Financing (Uses)			
Transfers Out	(2,511,600)	(2,511,600)	(2,246,388)
Net Change in Fund Balance	-	-	360,227
Fund Balance - Beginning			3,554,518
Fund Balance - Ending			3,914,745

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Local Motor Fuel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Intergovernmental			
Local Motor Fuel Tax	\$ 445,000	445,000	662,834
Expenditures			
None	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	445,000	445,000	662,834
Other Financing (Uses)			
Transfers Out	(441,950)	(441,950)	(441,950)
Net Change in Fund Balance	<u>3,050</u>	<u>3,050</u>	220,884
Fund Balance - Beginning			<u>226,375</u>
Fund Balance - Ending			<u>447,259</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Metra Parking Lot - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Revenues			
Charges for Services	\$ -	-	304
Fines and Forfeitures	29,000	29,000	43,419
Total Revenues	29,000	29,000	43,723
Expenditures			
General Government	200,159	203,427	202,971
Excess (Deficiency) of Revenues Over (Under) Expenditures	(171,159)	(174,427)	(159,248)
Other Financing Sources			
Transfers In	172,000	172,000	160,000
Net Change in Fund Balance	841	(2,427)	752
Fund Balance - Beginning			15,100
Fund Balance - Ending			15,852

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Water and Sewerage - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
Water and Sewer Charges	\$ 15,353,178	15,353,178	15,282,366
Connection and Recapture Fees	106,000	106,000	428,227
Miscellaneous	20,000	20,000	408,729
Total Operating Revenues	15,479,178	15,479,178	16,119,322
Operating Expenses			
Operations			
Water	2,988,425	2,988,425	1,466,219
Sewer	4,827,381	4,827,381	5,300,914
Water Purchases	1,725,000	1,725,000	1,925,672
Capital Outlay	12,902,408	12,902,408	9,166,812
Total Operating Expenses	22,443,214	22,443,214	17,859,617
Operating Income (Loss)	(6,964,036)	(6,964,036)	(1,740,295)
Nonoperating Revenue (Expenses)			
Interest Income	29,194	29,194	457,233
Interest Expense	(123,756)	(123,756)	(123,755)
	(94,562)	(94,562)	333,478
(Loss) Before Transfers	(7,058,598)	(7,058,598)	(1,406,817)
Transfers In	4,285,452	4,285,452	8,010,974
Transfers Out	(2,421,550)	(2,421,550)	(2,421,550)
	1,863,902	1,863,902	5,589,424
Income Before GAAP Adjustments	(5,194,696)	(5,194,696)	4,182,607
Beginning Net Position - Budgetary Basis			5,085,813
Ending Net Position - Budgetary Basis			9,268,420

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Water and Sewerage - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Income Before GAAP Adjustments	\$ (5,194,696)	(5,194,696)	4,182,607
GAAP Adjustments			
Capitalized Assets	-	-	9,159,143
Depreciation and Amortization	-	-	(1,726,255)
	-	-	7,432,888
Change in Net Position	<u>(5,194,696)</u>	<u>(5,194,696)</u>	11,615,495
Net Position - Beginning as Restated			<u>56,260,627</u>
Net Position - Ending			<u><u>67,876,122</u></u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Arboretum Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
Daily Greens Fee and Membership	\$ 935,325	935,325	994,130
Merchandise Sales	60,560	60,560	78,040
Cart, Club and Other Rentals	303,050	303,050	263,566
Miscellaneous	54,100	54,100	33,049
Total Operating Revenues	1,353,035	1,353,035	1,368,785
Operating Expenses			
Operations			
Golf Operations	2,014,780	2,014,780	1,949,870
Cost of Sales - Pro Shop	45,000	45,000	62,045
Total Operating Expenses	2,059,780	2,059,780	2,011,915
(Loss) Before Contributions	(706,745)	(706,745)	(643,130)
Capital Contributions	-	-	300,000
Income Before GAAP Adjustments	(706,745)	(706,745)	(343,130)
Beginning Net Position - Budgetary Basis			835,469
Ending Net Position - Budgetary Basis			492,339

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Arboretum Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Income Before GAAP Adjustments	\$ (706,745)	(706,745)	(343,130)
GAAP Adjustments			
Capitalized Assets	-	-	740,408
Depreciation	-	-	(2,216)
	-	-	738,192
Change in Net Position	<u>(706,745)</u>	<u>(706,745)</u>	395,062
Net Position - Beginning			<u>6,082,453</u>
Net Position - Ending			<u><u>6,477,515</u></u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Enterprise Funds

Combining Statement of Net Position December 31, 2022

	Buffalo Grove Golf	Refuse Service	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 851,725	98,270	949,995
Receivables			
Other	1,308	-	1,308
Leases Receivable	978,905	-	978,905
Inventories	18,498	-	18,498
Total Current Assets	1,850,436	98,270	1,948,706
Noncurrent Assets			
Capital Assets			
Nondepreciable	978,776	-	978,776
Depreciable	3,236,208	-	3,236,208
Accumulated Depreciation	(2,676,260)	-	(2,676,260)
	1,538,724	-	1,538,724
Other Assets			
Net Pension Asset - IMRF	146,181	-	146,181
Total Noncurrent Assets	1,684,905	-	1,684,905
Total Assets	3,535,341	98,270	3,633,611
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	67,459	-	67,459
Deferred Items - RBP	28,167	-	28,167
Total Deferred Outflows of Resources	95,626	-	95,626
Total Assets and Deferred Outflows of Resources	3,630,967	98,270	3,729,237

	Buffalo Grove Golf	Refuse Service	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 90,137	19,530	109,667
Accrued Payroll	8,406	-	8,406
Compensated Absences Payable	11,327	-	11,327
Total Current Liabilities	109,870	19,530	129,400
Noncurrent Liabilities			
Compensated Absences Payable	45,308	-	45,308
Total OPEB Liability - RBP	90,443	-	90,443
Total Noncurrent Liabilities	135,751	-	135,751
Total Liabilities	245,621	19,530	265,151
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - IMRF	237,024	-	237,024
Deferred Items - RBP	28,047	-	28,047
Deferred Items - Leases	944,918	-	944,918
Total Deferred Inflows of Resources	1,209,989	-	1,209,989
Total Liabilities and Deferred Inflow of Resources	1,455,610	19,530	1,475,140
NET POSITION			
Investment in Capital Assets	1,538,724	-	1,538,724
Restricted	146,181	-	146,181
Unrestricted	490,452	78,740	569,192
Total Net Position	2,175,357	78,740	2,254,097
 Total Liabilities, Deferred Inflows of Resources, and Net Position	 3,630,967	 98,270	 3,729,237

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Enterprise Funds

Combining Statement of Revenues, Expenses and Changes in Net Position
For the Fiscal Year Ended December 31, 2022

	Buffalo Grove Golf	Refuse Service	Totals
Operating Revenues			
Charges for Services	\$ 1,349,627	1,072,015	2,421,642
Operating Expenses			
Operations			
Golf Operations	964,928	-	964,928
Cost of Sales - Pro Shop	56,913	-	56,913
Capital Outlay	28,961	-	28,961
Refuse	-	897,956	897,956
Depreciation	53,665	-	53,665
Total Operating Expenses	1,104,467	897,956	2,002,423
Income Before Transfers	245,160	174,059	419,219
Transfers Out	-	(275,000)	(275,000)
Change in Net Position	245,160	(100,941)	144,219
Net Position - Beginning	1,930,197	179,681	2,109,878
Net Position - Ending	2,175,357	78,740	2,254,097

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Enterprise Funds

Combining Statement of Cash Flows
For the Fiscal Year Ended December 31, 2022

	Buffalo Grove Golf	Refuse Service	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 360,543	1,072,015	1,432,558
Payments to Employees	(361,759)	-	(361,759)
Payments to Suppliers	304,671	(974,516)	(669,845)
	<u>303,455</u>	<u>97,499</u>	<u>400,954</u>
Cash Flows from Noncapital Financing Activities			
Transfers Out	-	(275,000)	(275,000)
Net Change in Cash and Cash Equivalents	303,455	(177,501)	125,954
Cash and Cash Equivalents - Beginning	<u>548,270</u>	<u>275,771</u>	<u>824,041</u>
Cash and Cash Equivalents - Ending	<u>851,725</u>	<u>98,270</u>	<u>949,995</u>
Reconciliation of Operating Income to Net Cash			
Provided (Used) by Operating Activities			
Operating Income	245,160	174,059	419,219
Adjustments to Reconcile Operating Income to Net Income			
to Net Cash Provided by (Used in) Operating Activities			
Depreciation and Amortization Expense	53,665	-	53,665
Other Income (Expense)	(36,654)	-	(36,654)
(Increase) Decrease in Current Assets	(989,084)	-	(989,084)
Increase (Decrease) in Current Liabilities	<u>1,030,368</u>	<u>(76,560)</u>	<u>953,808</u>
Net Cash Provided by Operating Activities	<u>303,455</u>	<u>97,499</u>	<u>400,954</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Buffalo Grove Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
Daily Greens Fee and Membership	\$ 847,100	847,100	888,631
Merchandise Sales	73,700	73,700	76,464
Cart, Club and Other Rentals	296,900	296,900	205,167
Driving Range Fees	110,000	110,000	151,071
Miscellaneous	30,000	30,000	28,294
Total Operating Revenues	1,357,700	1,357,700	1,349,627
Operating Expenses			
Operations			
Golf Operations	1,083,774	1,106,665	964,928
Cost of Sales - Pro Shop	45,000	56,913	56,913
Capital Outlay	100,000	100,000	28,961
Total Operating Expenses	1,228,774	1,263,578	1,050,802
Income Before GAAP Adjustments	128,926	94,122	298,825
Beginning Net Position - Budgetary Basis			1,423,849
Ending Net Position - Budgetary Basis			1,722,674

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Buffalo Grove Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Income Before GAAP Adjustments	\$ 128,926	94,122	298,825
GAAP Adjustments			
Depreciation	-	-	(53,665)
Change in Net Position	<u>128,926</u>	<u>94,122</u>	245,160
Net Position - Beginning			<u>1,930,197</u>
Net Position - Ending			<u><u>2,175,357</u></u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Refuse Service - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2022**

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
SWANCC User Fees	\$ 1,180,400	1,180,400	1,072,015
Operating Expenses			
Operations			
Refuse	997,415	997,415	897,956
Income Before Transfers	182,985	182,985	174,059
Transfers Out	(275,000)	(275,000)	(275,000)
Change in Net Position	<u>(92,015)</u>	<u>(92,015)</u>	(100,941)
Net Position - Beginning			<u>179,681</u>
Net Position - Ending			<u><u>78,740</u></u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Internal Service Funds

Combining Statement of Net Position
December 31, 2022

	Information Technology	Central Garage	Building Maintenance	Totals
ASSETS				
Current Assets				
Cash and Investments	\$ 107,278	114,277	294,892	516,447
LIABILITIES				
Current Liabilities				
Accounts Payable	106,488	82,677	215,580	404,745
Accrued Payroll	-	26,507	24,488	50,995
Total Liabilities	106,488	109,184	240,068	455,740
NET POSITION				
Unrestricted	790	5,093	54,824	60,707
Total Liabilities and Net Position	107,278	114,277	294,892	516,447

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Internal Service Funds

Combining Statement of Revenues, Expenses and Changes in Net Position
For the Fiscal Year Ended December 31, 2022

	Information Technology	Central Garage	Building Maintenance	Totals
Operating Revenues				
Interfund Services	\$ 1,824,040	1,822,505	1,826,519	5,473,064
Operating Expenses				
Operations				
Information Technology	1,824,040	-	-	1,824,040
Central Garage	-	1,822,505	-	1,822,505
Building Maintenance	-	-	1,826,519	1,826,519
Total Operating Expenses	1,824,040	1,822,505	1,826,519	5,473,064
Change in Net Position	-	-	-	-
Net Position - Beginning	790	5,093	54,824	60,707
Net Position - Ending	790	5,093	54,824	60,707

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Internal Service Funds

Combining Statement of Cash Flows
For the Fiscal Year Ended December 31, 2022

	Information Technology	Central Garage	Building Maintenance	Totals
Cash Flows from Operating Activities				
Interfund Services Provided	\$ 1,824,040	1,822,505	1,826,519	5,473,064
Payments to Suppliers	(1,788,043)	(1,271,608)	(1,243,737)	(4,303,388)
Payments to Employees	-	(551,350)	(452,263)	(1,003,613)
	35,997	(453)	130,519	166,063
Cash and Cash Equivalents - Beginning	71,281	114,730	164,373	350,384
Cash and Cash Equivalents - Ending	107,278	114,277	294,892	516,447
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities				
Operating Income	-	-	-	-
Adjustments to Reconcile Operating Income to Net Cash Provided by (Used in) Operating Activities				
Increase (Decrease) in Current Liabilities	35,997	(453)	130,519	166,063
Net Cash Provided by Operating Activities	35,997	(453)	130,519	166,063

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Information Technology - Internal Service Fund

**Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022**

	Original Budget	Final Budget	Actual
Operating Revenues			
Interfund Services	\$ 1,860,503	1,860,503	1,824,040
Operating Expenses			
Operations			
Information Technology	1,860,503	1,860,503	1,824,040
Change in Net Position	-	-	-
Net Position - Beginning			790
Net Position - Ending			790

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Central Garage - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Operating Revenues			
Interfund Services	\$ 1,628,681	1,628,681	1,822,505
Operating Expenses			
Operations			
Central Garage	1,628,681	1,883,212	1,822,505
Change in Net Position	-	(254,531)	-
Net Position - Beginning			5,093
Net Position - Ending			5,093

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Building Maintenance - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Operating Revenues			
Interfund Services	\$ 1,756,824	1,756,824	1,826,519
Operating Expenses			
Operations			
Building Maintenance	1,756,824	1,832,159	1,826,519
Change in Net Position	-	(75,335)	-
Net Position - Beginning			54,824
Net Position - Ending			54,824

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Pension Trust Funds

Combining Statement of Fiduciary Net Position
December 31, 2022

	Police Pension	Firefighters' Pension	Totals
ASSETS			
Cash and Cash Equivalents	\$ 2,899,529	614,976	3,514,505
Investments			
Illinois Police Officers' Pension Investment Fund	79,911,618	-	79,911,618
Illinois Firefighters' Pension Investment Fund	-	71,443,718	71,443,718
Equity Securities	1,272,176	-	1,272,176
Receivables - Net of Allowance			
Accrued Interest	850	-	850
Due from Other Funds	232,971	166,417	399,388
Prepays	795	-	795
Total Assets	84,317,939	72,225,111	156,543,050
LIABILITIES			
Accounts Payable	2,329	1,645	3,974
NET POSITION			
Net Position Restricted for Pensions	84,315,610	72,223,466	156,539,076

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Pension Trust Funds

Combining Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended December 31, 2022

	Police Pension	Firefighters' Pension	Totals
Additions			
Contributions - Employer	\$ 3,374,694	2,410,584	5,785,278
Contributions - Plan Members	691,080	588,028	1,279,108
Contributions - Other	147,907	-	147,907
Total Contributions	4,213,681	2,998,612	7,212,293
Investment Income			
Interest Earned	787,568	512,439	1,300,007
Net Change in Fair Value	(13,837,086)	(13,178,162)	(27,015,248)
	(13,049,518)	(12,665,723)	(25,715,241)
Less Investment Expenses	(85,370)	(46,150)	(131,520)
Net Investment Income	(13,134,888)	(12,711,873)	(25,846,761)
Total Additions	(8,921,207)	(9,713,261)	(18,634,468)
Deductions			
Administration	57,842	49,317	107,159
Benefits and Refunds	4,961,571	4,412,534	9,374,105
Total Deductions	5,019,413	4,461,851	9,481,264
Change in Fiduciary Net Position	(13,940,620)	(14,175,112)	(28,115,732)
Net Position Restricted for Pensions			
Beginning	98,256,230	86,398,578	184,654,808
Ending	84,315,610	72,223,466	156,539,076

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Additions			
Contributions - Employer	\$ 3,394,077	3,394,077	3,374,694
Contributions - Plan Members	750,000	750,000	691,080
Contributions - Other	25,000	25,000	147,907
Total Contributions	4,169,077	4,169,077	4,213,681
Investment Income			
Interest Earned	267,540	267,540	787,568
Net Change in Fair Value	2,463,010	2,463,010	(13,837,086)
	2,730,550	2,730,550	(13,049,518)
Less Investment Expenses	(212,000)	(212,000)	(85,370)
Net Investment Income	2,518,550	2,518,550	(13,134,888)
Total Additions	6,687,627	6,687,627	(8,921,207)
Deductions			
Administration	65,000	65,000	57,842
Benefits and Refunds	5,013,200	5,013,200	4,961,571
Total Deductions	5,078,200	5,078,200	5,019,413
Change in Fiduciary Net Position	1,609,427	1,609,427	(13,940,620)
Net Position Restricted for Pensions			
Beginning			98,256,230
Ending			84,315,610

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2022

	Original Budget	Final Budget	Actual
Additions			
Contributions - Employer	\$ 2,424,085	2,424,085	2,410,584
Contributions - Plan Members	582,000	582,000	588,028
Total Contributions	3,006,085	3,006,085	2,998,612
Investment Income			
Interest Earned	250,000	250,000	512,439
Net Change in Fair Value	2,600,000	2,600,000	(13,178,162)
	2,850,000	2,850,000	(12,665,723)
Less Investment Expenses	(165,000)	(165,000)	(46,150)
Net Investment Income	2,685,000	2,685,000	(12,711,873)
Total Additions	5,691,085	5,691,085	(9,713,261)
Deductions			
Administration	80,000	80,000	49,317
Benefits and Refunds	3,776,000	3,776,000	4,412,534
Total Deductions	3,856,000	3,856,000	4,461,851
Change in Fiduciary Net Position	1,835,085	1,835,085	(14,175,112)
Net Position Restricted for Pensions			
Beginning			86,398,578
Ending			72,223,466

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

SUPPLEMENTAL SCHEDULES

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2012 December 31, 2022

Date of Issue	August 27, 2012
Date of Maturity	June 30, 2030
Authorized Issue	\$6,000,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% - 2.75%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2023	\$ 440,000	114,725	554,725
2024	450,000	105,925	555,925
2025	470,000	96,925	566,925
2026	650,000	86,938	736,938
2027	650,000	72,313	722,313
2028	700,000	56,875	756,875
2029	750,000	39,375	789,375
2030	750,000	20,625	770,625
	<u>4,860,000</u>	<u>593,701</u>	<u>5,453,701</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2016 December 31, 2022

Date of Issue	May 3, 2016
Date of Maturity	December 30, 2031
Authorized Issue	\$6,125,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% - 3.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2023	\$ 310,000	71,131	381,131
2024	315,000	64,931	379,931
2025	325,000	58,631	383,631
2026	330,000	52,131	382,131
2027	335,000	45,531	380,531
2028	345,000	38,413	383,413
2029	350,000	30,650	380,650
2030	360,000	21,900	381,900
2031	370,000	11,100	381,100
	<u>3,040,000</u>	<u>394,418</u>	<u>3,434,418</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Refunding Bonds of 2019 December 31, 2022

Date of Issue	December 17, 2019
Date of Maturity	December 30, 2025
Authorized Issue	\$1,449,275
Denomination of Bonds	\$5,000
Interest Rates	1.40% - 1.80%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2023	\$ 241,265	12,690	253,955
2024	246,365	8,710	255,075
2025	251,180	4,520	255,700
	<u>738,810</u>	<u>25,920</u>	<u>764,730</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2020 December 31, 2022

Date of Issue	May 20, 2020
Date of Maturity	December 30, 2035
Authorized Issue	\$24,000,000
Denomination of Bonds	\$5,000
Interest Rates	3.00% - 5.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2023	\$ 1,600,000	803,900	2,403,900
2024	1,600,000	723,900	2,323,900
2025	1,600,000	643,900	2,243,900
2026	1,330,000	563,900	1,893,900
2027	1,400,000	497,400	1,897,400
2028	1,465,000	427,400	1,892,400
2029	1,540,000	354,150	1,894,150
2030	1,585,000	307,950	1,892,950
2031	1,635,000	260,400	1,895,400
2032	1,685,000	211,350	1,896,350
2033	1,735,000	160,800	1,895,800
2034	1,785,000	108,750	1,893,750
2035	1,840,000	55,200	1,895,200
	<u>20,800,000</u>	<u>5,119,000</u>	<u>25,919,000</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2022 December 31, 2022

Date of Issue	September 13, 2022
Date of Maturity	December 30, 2042
Authorized Issue	\$19,000,000
Denomination of Bonds	\$5,000
Interest Rates	4.00% - 5.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2023	\$ -	1,157,965	1,157,965
2024	-	892,650	892,650
2025	-	892,650	892,650
2026	100,000	892,650	992,650
2027	100,000	887,650	987,650
2028	-	882,650	882,650
2029	-	882,650	882,650
2030	100,000	882,650	982,650
2031	860,000	877,650	1,737,650
2032	1,290,000	834,650	2,124,650
2033	1,350,000	770,150	2,120,150
2034	1,420,000	702,650	2,122,650
2035	1,510,000	631,650	2,141,650
2036	2,340,000	556,150	2,896,150
2037	2,460,000	439,150	2,899,150
2038	2,580,000	316,150	2,896,150
2039	1,035,000	187,150	1,222,150
2040	1,085,000	135,400	1,220,400
2041	1,130,000	92,000	1,222,000
2042	1,170,000	46,800	1,216,800
	18,530,000	12,961,065	31,491,065

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

IEPA Loan Payable of 2013 - Pump Stations Improvements December 31, 2022

Date of Issue	November 20, 2013
Date of Maturity	December 1, 2033
Authorized Issue	\$407,307
Interest Rate	2.295%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Illinois Environmental Protection Agency

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2023	\$ 20,444	5,684	26,128
2024	20,916	5,212	26,128
2025	21,399	4,729	26,128
2026	21,893	4,235	26,128
2027	22,398	3,730	26,128
2028	22,915	3,213	26,128
2029	23,444	2,684	26,128
2030	23,985	2,143	26,128
2031	24,539	1,589	26,128
2032	25,105	1,023	26,128
2033	25,687	441	26,128
	<u>252,725</u>	<u>34,683</u>	<u>287,408</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS**Long-Term Debt Requirements****Installment Note Payable of 2015
December 31, 2022**

Date of Issue	March 27, 2015
Date of Maturity	June 1, 2029
Original Contract	\$6,970,999
Interest Rate	2.35%
Interest Dates	Quarterly
Principal Maturity Date	Quarterly
Payable at	U.S. Bank National Association

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2023	\$ 548,394	105,549	653,943
2024	610,091	92,095	702,186
2025	676,096	77,149	753,245
2026	746,659	60,610	807,269
2027	822,046	42,367	864,413
2028	902,537	22,304	924,841
2029	381,460	3,371	384,831
	<u>4,687,283</u>	<u>403,445</u>	<u>5,090,728</u>

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Consolidated Year-End Financial Report December 31, 2022

CSFA #	Program Name	State	Federal	Other	Totals
494-10-0343	State and Community Highway Safety/ National Priority Safety Program	\$ 80,182	-	-	80,182
494-42-0495	Local Surface Transportation Program	-	598,339	-	598,339
	Other Grant Programs and Activities	-	57,752	2,541,874	2,599,626
	All Other Costs Not Allocated	-	-	77,736,950	77,736,950
	Totals	80,182	656,091	80,278,824	81,015,097

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS**

June 14, 2023

The Honorable Village President
Members of the Board of Trustees
Village of Buffalo Grove, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove, Illinois, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated June 14, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. According, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

Village of Buffalo Grove, Illinois
June 14, 2023

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

STATISTICAL SECTION (Unaudited)

This part of the annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the Village's most significant local revenue sources.

Debt Capacity

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Net Position by Component - Last Ten Fiscal Years*
December 31, 2022

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Net Position by Component - Last Ten Fiscal Years* December 31, 2022 (Unaudited)

	2013	2014	2015**	2016
Governmental Activities				
Net Investment in Capital Assets	\$ 51,011,919	50,712,982	50,609,420	51,756,933
Restricted	2,412,222	2,664,110	1,974,115	1,632,934
Unrestricted (Deficit)	12,387,400	11,048,700	(34,637,401)	(36,592,629)
Total Governmental Activities Net Position	65,811,541	64,425,792	17,946,134	16,797,238
Business-Type Activities				
Net Investment in Capital Assets	35,553,648	35,871,503	38,372,943	35,494,070
Restricted	-	-	-	-
Unrestricted	11,515,793	11,067,173	7,770,059	11,034,826
Total Business-Type Activities Net Position	47,069,441	46,938,676	46,143,002	46,528,896
Primary Government				
Net Investment in Capital Assets	86,565,567	86,584,485	88,982,363	87,251,003
Restricted	2,412,222	2,664,110	1,974,115	1,632,934
Unrestricted (Deficit)	23,903,193	22,115,873	(26,867,342)	(25,557,803)
Total Primary Government Net Position	112,880,982	111,364,468	64,089,136	63,326,134

* Accrual Basis of Accounting

** Beginning in 2015, the Village implemented GASB 68 which resulted in the inclusion of net pension liabilities.

Data Source: Audited Financial Statements

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

2017	2018	2019	2020	2021	2022
53,318,041	49,126,833	50,663,992	50,847,075	51,402,847	49,965,851
1,629,079	1,909,851	1,839,449	4,004,829	4,920,687	10,537,281
(36,022,097)	(41,165,382)	(40,174,356)	(35,571,215)	(19,615,536)	(30,036,888)
18,925,023	9,871,302	12,329,085	19,280,689	36,707,998	30,466,244
36,802,425	36,831,535	37,080,189	38,677,933	44,312,875	53,308,186
-	-	-	-	-	890,233
10,837,462	11,296,427	11,417,357	16,662,780	20,140,083	22,409,315
47,639,887	48,127,962	48,497,546	55,340,713	64,452,958	76,607,734
90,120,466	85,958,368	87,744,181	89,525,008	95,715,722	103,274,037
1,629,079	1,909,851	1,839,449	4,004,829	4,920,687	11,427,514
(25,184,635)	(29,868,955)	(28,756,999)	(18,908,435)	524,547	(7,627,573)
66,564,910	57,999,264	60,826,631	74,621,402	101,160,956	107,073,978

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years*
December 31, 2022 (Unaudited)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental Activities										
General Government	\$ 6,567,545	5,843,623	5,885,811	6,441,707	6,642,798	7,576,163	7,040,728	7,164,852	7,742,034	27,146,989
Public Safety	21,964,989	22,920,180	27,256,737	30,528,127	27,384,964	30,266,207	30,187,967	26,110,362	23,840,822	30,816,345
Public Works	15,091,414	13,553,093	11,551,606	8,078,874	9,764,874	9,173,584	10,161,059	7,760,350	8,011,808	8,038,122
Interest on Long-Term Debt	374,511	302,781	285,863	356,799	384,073	363,925	252,590	1,206,369	1,013,033	1,187,011
Total Governmental Activities Expenses	43,998,459	42,619,677	44,980,017	45,405,507	44,176,709	47,379,879	47,642,344	42,241,933	40,607,697	67,188,467
Business-Type Activities										
Water & Sewer	8,079,364	8,435,463	8,561,248	9,001,632	9,454,554	10,078,594	9,671,845	10,375,028	10,645,623	10,550,484
Refuse Service	902,811	803,039	702,106	703,565	705,393	868,794	816,849	803,999	908,620	897,956
Golf Courses	2,942,747	2,739,077	3,288,882	2,886,404	2,888,873	2,748,035	2,828,168	2,664,715	2,766,546	2,378,190
Total Business-Type Activities Expenses	11,924,922	11,977,579	12,552,236	12,591,601	13,048,820	13,695,423	13,316,862	13,843,742	14,320,789	13,826,630
Total Primary Government Expenses	55,923,381	54,597,256	57,532,253	57,997,108	57,225,529	61,075,302	60,959,206	56,085,675	54,928,486	81,015,097
Program Revenues										
Governmental Activities										
Charges for Services										
General Government	1,207,504	1,901,996	1,624,134	1,855,506	2,148,760	1,748,555	2,001,018	1,658,024	3,612,362	3,569,113
Public Safety	1,498,819	1,623,171	1,745,580	1,718,647	1,687,759	1,686,390	1,796,065	1,675,331	1,951,101	2,506,306
Public Works	82,393	88,665	61,194	1,151,594	1,209,784	1,134,383	1,141,998	1,409,408	254,557	(16,340)
Operating Grants/Contributions	1,161,509	1,285,396	1,229,028	1,281,732	1,271,602	1,309,324	1,664,537	3,781,784	3,157,451	5,181,407
Capital Grants/Contributions	-	-	-	-	1,478,015	-	254,814	2,002,648	1,642,292	1,610,891
Total Governmental Activities Program Revenues	3,950,225	4,899,228	4,659,936	6,007,479	7,795,920	5,878,652	6,858,432	10,527,195	10,617,763	12,851,377
Business-Type Activities										
Charges for Services										
Water & Sewer	8,692,812	9,076,261	9,495,691	10,304,638	11,060,938	10,832,782	10,663,766	14,589,445	15,909,163	15,710,593
Refuse Service	1,040,878	1,044,442	1,039,876	1,135,748	970,268	1,053,759	1,058,282	1,148,303	1,122,716	1,072,015
Golf Courses	1,178,368	2,257,494	2,335,928	2,240,868	2,201,460	2,042,747	2,039,584	2,469,642	2,843,203	2,718,412
Operating Grants/Contributions	1,072,499	-	-	-	-	-	-	-	-	-
Capital Grants/Contributions	-	-	-	94,326	-	250,622	350,000	341,254	-	300,000
Total Business-Type Activities Program Revenues	11,984,557	12,378,197	12,871,495	13,775,580	14,232,666	14,179,910	14,111,632	18,548,644	19,875,082	19,801,020
Total Primary Government Program Revenues	15,934,782	17,277,425	17,531,431	19,783,059	22,028,586	20,058,562	20,970,064	29,075,839	30,492,845	32,652,397

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Net (Expense) Revenue										
Governmental Activities	\$ (40,048,234)	(37,720,449)	(40,320,081)	(39,398,028)	(36,380,789)	(41,501,227)	(40,783,912)	(31,714,738)	(29,989,934)	(54,337,090)
Business-Type Activities	59,635	400,618	319,259	1,183,979	1,183,846	484,487	794,770	4,704,902	5,554,293	5,974,390
Total Primary Government										
Net (Expense) Revenue	(39,988,599)	(37,319,831)	(40,000,822)	(38,214,049)	(35,196,943)	(41,016,740)	(39,989,142)	(27,009,836)	(24,435,641)	(48,362,700)
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property	14,504,750	14,554,564	14,742,622	15,034,583	15,510,127	15,980,771	16,321,876	17,035,362	16,970,657	17,037,557
Sales and Home Rule	7,803,749	8,455,972	9,274,777	9,095,471	9,229,254	10,159,866	9,945,744	9,829,765	16,013,177	18,309,654
Income and Use	4,737,656	4,104,736	5,409,875	4,994,426	4,843,251	5,221,827	5,852,397	6,422,488	7,259,195	8,846,932
Telecommunications	1,943,811	1,679,653	1,644,309	1,513,254	1,586,128	1,761,326	1,304,425	906,071	716,737	666,083
Utility	2,629,997	2,819,427	2,643,642	2,659,554	2,532,662	2,805,912	2,763,471	2,643,697	2,662,956	2,688,047
Property Transfer	760,164	790,819	904,311	1,115,360	1,256,919	969,039	1,024,769	989,118	1,601,370	2,001,475
Other	1,052,788	1,113,831	1,092,554	1,110,503	1,019,807	1,087,497	1,340,564	987,097	1,268,677	1,753,939
Investment Earnings	54,522	107,765	25,061	65,600	153,816	292,340	807,330	305,366	(33,773)	334,289
Miscellaneous	1,506,994	1,636,721	1,458,118	1,596,806	1,409,537	1,884,579	2,694,331	1,176,737	2,210,580	1,771,784
Transfers	951,111	1,070,724	749,027	1,062,190	958,315	53,715	1,186,788	(1,629,358)	(1,955,738)	(5,314,424)
Gain on sales of assets	-	488	1,601	1,385	8,758	-	-	-	-	-
Total Governmental Activities	35,945,542	36,334,700	37,945,897	38,249,132	38,508,574	40,216,872	43,241,695	38,666,343	46,713,838	48,095,336
Business-Type Activities										
Investment Earnings	12,455	18,820	10,112	14,159	492,132	359,371	487,333	472,703	394,698	457,233
Miscellaneous	-	520,521	5,737	249,946	393,328	242,058	274,269	36,204	417,516	408,729
Transfers	(951,111)	(1,070,724)	(749,027)	(1,062,190)	(958,315)	(53,715)	(1,186,788)	1,629,358	1,955,738	5,314,424
Total Business-Type Activities	(938,656)	(531,383)	(733,178)	(798,085)	(72,855)	547,714	(425,186)	2,138,265	2,767,952	6,180,386
Total Primary Government	35,006,886	35,803,317	37,212,719	37,451,047	38,435,719	40,764,586	42,816,509	40,804,608	49,481,790	54,275,722
Changes in Net Position										
Governmental Activities	(4,102,692)	(1,385,749)	(2,374,184)	(1,148,896)	2,127,785	(1,284,355)	2,457,783	6,951,605	16,723,904	(6,241,754)
Business-Type Activities	(879,021)	(130,765)	(413,919)	385,894	1,110,991	1,032,201	369,584	6,843,167	8,322,245	12,154,776
Total Primary Government	(4,981,713)	(1,516,514)	(2,788,103)	(763,002)	3,238,776	(252,154)	2,827,367	13,794,772	25,046,149	5,913,022

* Accrual Basis of Accounting

Data Source: Audited Financial Statements

VILLAGE OF BUFFALO GROVE, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years* **December 31, 2022 (Unaudited)**

	2013	2014	2015	2016
General Fund				
Nonspendable	\$ 562,399	573,812	551,242	167,957
Restricted	162,274	130,435	223,622	229,953
Committed	7,345,420	7,438,256	7,532,123	8,511,306
Unassigned	12,395,113	13,225,644	14,991,907	16,143,726
Total General Fund	20,465,206	21,368,147	23,298,894	25,052,942
All Other Governmental Funds				
Restricted	1,796,997	1,965,328	1,974,115	1,632,934
Assigned	101,213	-	-	-
Committed	-	-	-	-
Unassigned	(927,395)	(2,324,296)	(3,707,560)	(3,859,964)
Total All Other Governmental Funds	970,815	(358,968)	(1,733,445)	(2,227,030)
Total Governmental Funds	21,436,021	21,009,179	21,565,449	22,825,912

* Modified Accrual Basis of Accounting

Data Source: Audited Financial Statements

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

2017	2018	2019	2020	2021	2022
132,843	132,134	159,494	571,654	583,442	138,071
252,729	607,411	484,881	760,160	865,185	1,094,350
7,758,348	6,827,236	8,313,902	9,052,502	14,326,113	28,857,031
18,902,476	17,039,974	18,939,974	20,134,162	22,485,209	17,701,070
27,046,396	24,606,755	27,898,251	30,518,478	38,259,949	47,790,522
1,629,079	1,302,440	1,354,568	19,842,763	12,040,606	11,943,487
-	-	-	-	-	-
-	-	261,007	300,803	857,573	1,977,875
(3,714,759)	(268,260)	-	-	-	-
(2,085,680)	1,034,180	1,615,575	20,143,566	12,898,179	13,921,362
24,960,716	25,640,935	29,513,826	50,662,044	51,158,128	61,711,884

VILLAGE OF BUFFALO GROVE, ILLINOIS

Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years*
December 31, 2022 (Unaudited)

	2013	2014**	2015	2016
Revenues				
Property Taxes	\$ 14,504,750	14,554,564	14,742,622	15,034,583
Other Taxes	19,240,365	9,564,978	9,712,718	9,701,271
Licenses and Permits	294,622	207,312	1,330,769	326,177
Intergovernmental	997,371	11,081,081	1,931,512	11,843,812
Fines and Forfeitures	1,647,364	1,803,317	350,042	3,025,628
Charges for Services	1,010,868	1,371,779	12,271,219	1,504,400
Interest	54,522	107,765	25,061	65,600
Miscellaneous	1,506,994	2,107,628	1,404,841	1,610,746
Total Revenues	39,256,856	40,798,424	41,768,784	43,112,217
Expenditures				
Current				
General Government	6,465,636	5,522,549	5,084,772	5,693,142
Public Safety	21,805,910	22,773,535	25,237,115	27,407,019
Public Works	12,178,705	10,878,278	8,092,735	6,978,307
Capital Outlay	1,347,276	2,018,451	2,828,194	8,252,604
Debt Service				
Principal	940,000	790,000	510,000	525,000
Interest	385,395	313,665	296,747	371,456
Total Expenditures	43,122,922	42,296,478	42,049,563	49,227,528
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,866,066)	(1,498,054)	(280,779)	(6,115,311)
Other Financing Sources (Uses)				
Transfers In	2,119,313	2,552,288	3,521,760	3,402,595
Transfers Out	(1,434,235)	(1,481,564)	(2,686,312)	(2,253,984)
Sales of Capital Assets	-	488	1,601	1,385
Bond Issued	-	-	-	6,125,000
Premium of Issuance of Debt	-	-	-	100,778
Transfer to Escrow Agent	-	-	-	-
Total Other Financing Sources (Uses)	685,078	1,071,212	837,049	7,375,774
Net Change in Fund Balances	(3,180,988)	(426,842)	556,270	1,260,463
Debt Service as a Percentage of Noncapital Expenditures	3.17%	2.68%	2.06%	2.19%

* Modified Accrual Basis of Accounting

**Beginning in 2014, state shared revenues have been recorded as intergovernmental revenues.

Data Source: Village Records

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

2017	2018	2019	2020	2021	2022
15,510,127	15,980,771	16,321,876	17,035,362	16,970,657	17,037,557
9,816,523	10,494,959	9,835,616	8,970,163	12,777,682	14,524,352
1,763,982	344,389	362,747	301,321	301,917	416,436
3,043,453	12,623,735	14,074,544	18,417,351	21,544,173	26,534,076
330,475	2,820,773	3,121,111	3,137,339	2,221,275	2,533,385
11,709,919	1,600,263	1,695,784	1,479,257	3,294,828	3,109,258
153,816	292,340	807,330	305,366	(33,773)	334,289
1,456,876	1,884,579	2,694,331	1,176,737	2,210,580	1,771,784
43,785,171	46,041,809	48,913,339	50,822,896	59,287,339	66,261,137
5,774,748	6,804,142	6,293,156	6,834,043	8,919,334	29,296,182
25,776,184	26,732,460	27,561,835	28,891,545	29,352,949	30,178,107
8,101,888	8,710,363	7,341,611	6,973,359	6,324,738	6,775,205
1,362,213	1,502,272	3,689,375	9,571,463	8,500,778	20,584,538
1,275,000	1,315,000	1,210,000	1,299,030	2,550,445	2,570,990
401,609	370,202	325,743	1,196,044	1,200,773	1,374,751
42,691,642	45,434,439	46,421,720	54,765,484	56,849,017	90,779,773
1,093,529	607,370	2,491,619	(3,942,588)	2,438,322	(24,518,636)
4,204,943	9,068,487	5,397,700	12,345,886	13,079,260	11,361,834
(3,192,426)	(8,995,638)	(4,171,708)	(13,975,244)	(15,034,998)	(16,676,258)
28,758	-	163,085	-	13,500	-
-	-	1,449,275	24,000,000	-	37,530,000
-	-	-	2,720,164	-	2,856,816
-	-	(1,457,080)	-	-	-
1,041,275	72,849	1,381,272	25,090,806	(1,942,238)	35,072,392
2,134,804	680,219	3,872,891	21,148,218	496,084	10,553,756
4.24%	3.89%	3.48%	5.70%	7.72%	5.60%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years December 31, 2022 (Unaudited)

Tax Levy Year	Residential Property	Commercial Property	Industrial Property	Other Property
2013	\$ 1,115,221,955	\$ 292,225,583	\$ 9,050,042	\$ 618,433
2014	1,120,788,463	294,457,084	9,119,150	696,091
2015	1,181,620,776	290,063,933	3,377,285	631,771
2016	1,299,550,777	310,452,203	3,611,330	636,718
2017	1,336,606,286	318,894,119	3,900,196	628,731
2018	1,347,695,708	334,731,537	4,684,958	653,520
2019	1,445,252,883	365,037,719	5,211,860	42,604
2020	1,493,688,565	284,382,018	5,900,081	691,021
2021	1,395,918,824	346,305,368	5,803,116	42,089
2022	1,411,906,697 *	351,836,123 *	5,872,625	687,805

* Cook County property class and assessed valuation is an estimate. Cook County information not yet available.

Note: Total Direct Tax Rate is weighted for both Cook and Lake Counties.

Data Source: Office of the Cook County Clerk/Office of the Lake County Clerk

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

Total Assessed Value	Estimated Actual Taxable Value	Tax Rate for Lake County	Estimated Actual Taxable Value %
\$ 1,417,116,013	\$ 4,251,348,039	0.9830	33.333%
1,425,060,788	4,275,182,364	0.9930	33.333%
1,475,693,765	4,427,081,295	0.9550	33.333%
1,614,251,028	4,842,753,084	0.9210	33.333%
1,660,029,332	4,980,087,996	0.9080	33.333%
1,687,765,723	5,063,297,169	0.9070	33.333%
1,815,545,066	5,446,635,198	0.8905	33.333%
1,784,661,685	5,362,795,164	0.9032	33.333%
1,748,069,397	5,244,208,191	0.9043	33.333%
1,770,303,250 *	5,310,909,750	0.8972	33.333%

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years December 31, 2022 (Unaudited)

	2013	2014	2015
Direct Rate			
Lake County			
Village of Buffalo Grove	0.983	0.993	0.955
Cook County			
Village of Buffalo Grove	1.211	1.235	1.316
Total	2.194	2.228	2.271
Overlapping Rate			
Lake County			
County, including Forest Preserve	0.881	0.893	0.871
Combined School Districts (102, 125, 532)	7.068	7.164	7.034
Buffalo Grove Park District	0.537	0.553	0.517
Vernon Area Public Library	0.311	0.317	0.308
All Other (1)	0.105	0.113	0.110
Cook County			
County, including Forest Preserve	0.125	0.126	0.621
Metropolitan Water Reclamation District of Greater Chicago	0.417	0.430	0.426
Combined School Districts (21, 214, 512)	8.053	8.657	8.989
Buffalo Grove Park District	0.658	0.677	0.714
Indian Trails Public Library District	0.504	0.529	0.534
All other (2)	0.129	0.094	0.130
Total (3)	18.788	19.553	20.254

Notes:

Taxes Levied on a calendar year basis for collection in the subsequent year.

The Village is home rule unit under the 1970 Illinois State Constitution and, as such, has no statutory tax rate limitations.

(1) Includes Road and Bridge and General Assistance for the Township herein.

(2) Includes Northwest Mosquito Abatement, Consolidated Elections, Road and Bridge, and General Assistance for the Township herein.

(3) Representative tax rates for other government units are from Vernon Township Tax Code 16-92, which the largest portion of the Village's 2021 EAV. Representative tax rates for other government units are from Cook County Tax Code 38077, which represents the largest portion of the Village's 2018 EAV within Cook County.

N/A - Not Available

Data Source: Cook County Tax Extension/Lake County Tax Extension

2016	2017	2018	2019	2020	2021	2022
0.921	0.908	0.907	0.890	0.903	0.904	0.897
1.138	1.210	1.260	1.136	1.165	1.273	N/A
2.059	2.118	2.167	2.026	2.068	2.177	0.897
0.825	0.809	0.794	0.776	0.780	0.777	0.762
6.680	6.634	6.665	6.459	6.754	6.952	7.186
0.492	0.482	0.480	0.465	0.478	0.491	0.509
0.293	0.291	0.294	0.293	0.304	0.312	0.320
0.104	0.099	0.096	0.091	0.093	0.095	0.096
0.596	0.558	0.489	0.513	0.511	0.504	N/A
0.406	0.402	0.396	0.389	0.378	0.382	N/A
7.909	8.010	8.388	7.450	7.474	8.326	N/A
0.606	0.641	0.666	0.584	0.612	0.690	N/A
0.476	0.481	0.493	0.446	0.458	0.497	N/A
0.073	0.108	0.079	0.100	0.068	0.094	N/A
18.460	18.515	18.839	17.565	17.909	19.119	8.873

VILLAGE OF BUFFALO GROVE, ILLINOIS

Principal Property Tax Payers - Current Tax Levy Year and Nine Tax Levy Years Ago
December 31, 2022 (Unaudited)

Taxpayer	2021			2012		
	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value
Chevy Chase Busniess Park Ltd	\$ 36,245,336	1	1.58%	\$ 20,464,998	1	1.41%
Remax Inc.	13,964,643	2	0.79%	7,471,298	8	0.45%
Penobscot Management LLC	12,679,905	3	0.72%	8,467,934	4	0.58%
Hamilton Partners Inc. (1)	11,005,829	4	0.62%	10,137,535	2	0.70%
Newport Equities LLC	8,996,519	5	0.54%			
Riverwalk II LLC	9,547,124	6	0.54%	5,913,136	10	0.41%
G&I X Windbrooke Crossing LLC	8,854,346	7	0.50%			
Chricago Infill Industrial	8,521,219	8	0.48%			
Millbrook	7,235,339	9	0.41%	9,215,125	3	0.63%
Rivewalk South LLC	6,761,418	10	0.38%	8,223,173	5	0.57%
Arthur J. Rogers and Co (4)				7,793,556	6	0.54%
MFREVF - Windbrooke LP				7,415,247	9	0.51%
Aptakisic Creek Corporate Park				7,743,800	7	0.53%
	<u>123,811,678</u>		<u>6.56%</u>	<u>92,845,802</u>		<u>6.33%</u>

Note: Every effort was made to seek out and report the largest taxpayers. However, many of the taxpayers contain multiple parcels, and it is possible that some parcels and their valuations have been overlooked.

Data Source: Office of the County Clerk of Cook/Office of the County Clerk of Lake

VILLAGE OF BUFFALO GROVE, ILLINOIS

Property Tax Levies and Collections - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year	Lake County			Cook County			Village Total	
	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Amount	Percentage of Levy
		Amount	Percentage of Levy		Amount	Percentage of Levy		
2013	\$ 11,413,067	\$ 11,172,745	97.89%	\$ 3,424,515	\$ 3,381,819	98.75%	\$ 14,554,564	98.09%
2014	11,339,326	11,322,087	99.85%	3,500,800	3,409,458	97.39%	14,731,545	99.27%
2015	11,678,742	11,426,115	97.84%	3,514,106	3,608,468	102.69%	15,034,583	98.96%
2016	11,783,047	11,761,365	99.82%	3,811,228	3,748,763	98.36%	15,510,128	99.46%
2017	12,055,130	12,055,130	100.00%	4,022,627	3,916,453	97.36%	15,971,583	99.34%
2018	12,296,750	12,273,540	99.81%	4,177,992	4,048,337	96.90%	16,321,877	99.07%
2019	12,767,830	12,528,898	98.13%	4,333,453	4,245,195	97.96%	16,774,093	98.09%
2020	12,663,437	12,618,734	99.65%	4,455,175	4,312,066	96.79%	16,930,800	98.90%
2021	12,663,437	12,618,734	99.65%	4,455,175	4,312,066	96.79%	16,930,800	98.90%
2022	12,621,129	12,561,544	99.53%	4,494,542	4,459,000	99.21%	17,020,544	99.44%

Data Source: Office of the County Clerk of Cook/Office of the County Clerk of Lake

VILLAGE OF BUFFALO GROVE, ILLINOIS**Taxable Sales by Category - Last Ten Calendar Years
December 31, 2022 (Unaudited)**

	2013	2014	2015
General Merchandise	\$ 10,105	9,098	66,228
Food	1,133,605	1,080,556	1,552,983
Drinking and Eating Places	1,025,547	1,023,545	1,062,206
Apparel	120,210	104,229	94,538
Furniture, Households and Radio	463,678	356,095	521,007
Lumber, Building and Hardware	1,236,689	1,666,708	1,879,818
Automobile and Filling Stations	857,713	947,278	918,216
Drugs and Misc. Retail	1,915,937	2,349,469	1,790,381
Agriculture and All Others	1,572,248	1,693,506	2,313,502
Manufacturers	285,848	270,063	351,808
Totals	8,621,580	9,500,547	10,550,687
Total Number of Taxpayers	972	974	1,043
Village Direct Sales Tax Rate	1.00%	1.00%	1.00%
Village Home Rule Tax Rate	1.00%	1.00%	1.00%

Note: Blank Categories have less than four taxpayers; therefore, no data is shown to protect the confidentiality of the individual taxpayers.

*Excludes values for taxpayers in Cook County.

Data Source:

Office of the County Clerk of Cook

Office of the County Clerk of Lake

Illinois Department of Revenue

2016	2017	2018	2019	2020	2021	2022
86,125	-	-	-	66,754	133,228	127,776
1,481,195	1,557,474	1,836,131	2,419,704	2,485,816	2,772,036	3,649,009
1,118,330	1,107,878	1,133,048	1,203,642	987,063	1,166,982	1,189,430
92,409	68,075	66,797	167,211	57,933	94,887	101,998
369,583	380,907	1,250,788	1,294,886	1,482,689	2,132,025	2,079,488
2,074,008	2,357,551	2,202,029	2,119,185	2,267,449	3,132,250	3,612,201
867,250	1,007,356	1,068,115	1,089,620	848,373	1,059,622	1,178,431
1,986,578	1,568,024	1,536,061	1,481,357	1,515,668	3,054,824	3,188,075
2,231,299	2,573,323	2,470,229	2,484,560	2,303,808	2,364,628	2,902,778
220,927	200,727	180,646	213,851	170,291	192,379	247,896
10,527,704	10,821,315	11,743,844	12,474,017	12,185,844	16,102,861	18,277,081
1,022	1,036	1,036	987	902	4,532	6,003
1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

VILLAGE OF BUFFALO GROVE, ILLINOIS**Direct and Overlapping Sales Tax Rates - Last Ten Fiscal Years
December 31, 2022 (Unaudited)**

Fiscal Year	Village Direct Rate	Village Home Rule Rate	State of Illinois Sales Tax Rate
2013	1.00%	1.00%	6.50%
2014	1.00%	1.00%	6.50%
2015	1.00%	1.00%	6.50%
2016	1.00%	1.00%	6.50%
2017	1.00%	1.00%	6.50%
2018	1.00%	1.00%	6.50%
2019	1.00%	1.00%	6.50%
2020	1.00%	1.00%	6.50%
2021	1.00%	1.00%	6.50%
2022	1.00%	1.00%	6.50%

Data Source: Illinois Department of Revenue

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS**Ratios of Outstanding Debt By Type - Last Ten Fiscal Years
December 31, 2022 (Unaudited)**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Ratios of Outstanding Debt By Type - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year	Governmental Activities		Business-Type Activities	
	General Obligation Bonds	TIF Revenue Note	IEPA Loan	Installment Note
2013	\$ 11,340,000	\$ -	\$ 173,618	\$ -
2014	10,730,503	-	400,519	-
2015	10,202,453	-	383,487	1,193,599
2016	15,881,408	-	366,060	6,894,447
2017	14,581,706	-	348,233	6,638,399
2018	13,243,707	-	329,993	6,341,869
2019	11,936,027	-	311,332	6,001,817
2020	37,350,765	-	292,240	5,615,015
2021	34,612,580	-	272,708	5,178,045
2022	53,240,666	19,000,000	252,725	4,687,283

Notes: Details of the Village's outstanding debt can be found in the Notes to Financial Statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

(2) See the Schedule of Assessed Value and Actual Value of Taxable Property for equalized assessed valuation data.

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

	Total Primary Government	Ratio of Total Outstanding Debt to Equalized Assessed Valuation (2)	Total Outstanding Debt Per Capita (1)	Debt Outstanding as a Percentage of Personal Income (1)
\$	11,513,618	0.27%	275.59	0.61%
	11,131,022	0.26%	265.11	0.57%
	11,779,539	0.27%	283.82	0.61%
	23,141,915	0.48%	557.64	1.19%
	21,568,338	0.43%	523.17	1.11%
	19,915,569	0.39%	487.49	0.98%
	18,249,176	0.34%	450.66	0.84%
	43,258,020	0.81%	1,068.26	2.00%
	40,063,333	0.76%	927.13	1.70%
	77,180,674	1.45%	1,813.07	3.24%

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years December 31, 2022 (Unaudit

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service	Total	Percentage of Total Taxable Assessed Value of Property (1)	Per Capita (2)
2013	\$ 11,340,000	\$ -	\$ 11,340,000	0.27%	271.43
2014	10,730,503	-	10,730,503	0.25%	255.57
2015	10,202,453	-	10,202,453	0.23%	245.82
2016	15,881,408	-	15,881,408	0.33%	382.68
2017	14,581,706	-	14,581,706	0.29%	353.70
2018	13,243,707	-	13,243,707	0.26%	324.18
2019	11,936,027	803	11,935,224	0.22%	294.74
2020	37,350,765	231,373	37,119,392	0.69%	916.66
2021	34,612,580	247,676	34,364,904	0.64%	795.26
2022	53,240,666	32,249	53,208,417	1.00%	1,231.33

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for property value data.

(2) See the Schedule of Demographic and Economic Statistics for population data.

Note: Details of the Village's outstanding debt can be found in the Notes to the Financial Statements.

Data Source: Village Records

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Schedule of Direct and Overlapping Governmental Activities Debt December 31, 2022 (Unaudited)

Governmental Unit	Gross Debt	Percentage of Debt Applicable to Village (1)	Village's Share of Debt
Village	\$ 72,240,666	100.00%	\$ 72,240,666
Overlapping Debt			
School Districts			
Cook County School District #21	84,350,000	17.63%	14,867,282
Aptakisic-Tripp Community Consolidated #102	16,580,000	75.06%	12,445,465
Lincolnshire-Half Day District #103	6,595,000	12.21%	805,462
Adlai E. Stevenson H.S. District #125	47,840,000	38.21%	18,280,579
Wheeling Township H.S. District #214	25,000,000	3.75%	936,835
Harper Community College #512	243,530,000	1.76%	4,287,474
College of Lake County #532	45,110,000	5.42%	2,442,888
Total of School Districts	469,005,000		54,065,985
Other than School Districts			
Lake County	137,310,000	5.16%	7,080,403
Lake County Forest Preserve	181,865,000	5.16%	9,377,885
Cook County	2,425,146,750	0.22%	5,336,983
Cook County Forest Preserve	113,105,000	0.22%	248,908
Metropolitan Water Reclamation District	2,759,628,416	0.22%	6,178,289
Buffalo Grove Park District	10,153,000	95.69%	9,702,248
Wheeling Park District	9,055,000	7.15%	630,584
Total Other than School Districts	5,636,263,166		38,555,300
Total Direct and Overlapping Debt	5,708,503,832		92,621,285

Data Source: Cook County Tax Extension Department

(1) Determined by ratio of assessed valuation of property subject to taxation in the Village to valuation of property subject to taxation in overlapping unit.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Village. This schedule estimates the portion of outstanding debt of those overlapping governments that is borne by the residents and businesses of the Village of Buffalo Grove. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying a debt, of each overlapping government.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Schedule of Legal Debt Margin December 31, 2022 (Unaudited)

The Village is a home rule municipality.

Article VII, Section 6(k) of the 1970 Illinois constitution governs computation of legal debt margin.

The General Assembly may limit by law the amount and require referendum approval of debt to be incurred by some home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.

To date the General Assembly has set no limits for home rule municipalities.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Demographic and Economic Statistics - Last Ten Fiscal Years December 31, 2022 (Unaudited)

Fiscal Year	Population		Equalized Assessed Valuation	Per Capita Personal EAV	Personal Income	Per Capita Income	Unemployment Rate
2013	41,778	E \$	1,456,040,510	\$ 34,852	1,882,391,346	45,057 (1)	6.8%
2014	41,987	E	1,425,060,788	33,941	1,939,085,621	46,183 E	5.7%
2015	41,503	E	1,475,693,765	35,556	1,930,595,051	46,517 (1)	4.2%
2016	41,500	E	1,614,251,028	38,898	1,949,794,500	46,983 (2)	4.3%
2017	41,226	E	1,662,450,463	40,325	1,938,570,198	47,023 (2)	5.7%
2018	40,853	E	1,687,765,723	41,313	2,041,301,851	49,967 (2)	3.3%
2019	40,494	E	1,815,545,066	44,835	2,161,569,720	53,380 (2)	3.0%
2020	40,494	E	1,787,598,388	44,145	2,159,342,550	53,325 (2)	13.7%
2021	43,212	E	1,778,137,268	41,149	2,356,263,936	54,528 (1)	3.8%
2022	42,569	E	1,770,303,250	41,587	2,379,862,514	55,906 (1)	3.8%

E - Estimate

(1) - US Census Website

(2) - Illinois Department of Employment Security

Data Source: U.S. Department of Labor, Bureau of Labor Statistics, U.S. Census Bureau

VILLAGE OF BUFFALO GROVE, ILLINOIS

Principal Employers - Current Fiscal Year and Nine Fiscal Years Ago December 31, 2022 (Unaudited)

Employer	2022			2013		
	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Siemens Building Technologies	1,800	1	7.96%	2,000	1	4.72%
ESS	550	2	2.43%			
Plexus Corp	370	3	1.64%	370	6	0.87%
Veritas Document Solutions	300	4	1.33%			
US LBM Holdings, LLC	250	5	1.11%			
Village of Buffalo Grove	214	6	0.95%			
Vapor Bus International	200	7	0.88%			
Crosscom National, LLC	170	8	0.75%			
Schultes Precision Manufacturing	170	9	0.75%			
CORPTAX, Inc	160	10	0.71%			
SMS-NA USA				1,200	2	2.83%
Rexam				800	3	1.89%
Dominick's Finer Foods (three locations)				483	4	1.14%
GSF-USA, Inc.				450	5	1.06%
Harris Trust & Savings Bank				350	7	0.83%
Dell				225	8	0.53%
Texex Corp				220	9	0.52%
Amerisource Bergen				200	10	0.47%
	<u>4,184</u>		<u>18.51%</u>	<u>6,298</u>		<u>14.86%</u>

Data Source:

Sources: 2022 Illinois Manufacturing Directory

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS**Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years
December 31, 2022 (Unaudited)**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years December 31, 2022 (Unaudited)

	2013	2014	2015
General Government			
Administration			
Village Managers Office	5.5	7.5	6.0
Information Technology	3.5	3.0	-
Human Resources	2.0	2.0	2.0
Administrative Services	-	-	-
Finance	9.5	10.0	8.0
Community Development	10.0	9.5	12.0
Planning	1.5	1.5	-
Public Safety			
Police			
Full-Time Police Officers	64.0	63.0	63.0
Community Service Officers	3.0	3.0	3.0
Civilians	17.0	15.0	15.0
Fire			
Full-time Firefighters/Paramedics	58.0	58.0	59.0
Civilians	3.5	1.5	1.0
Public Works			
Public Works Administration	5.0	6.0	6.0
Streets/Forestry	18.5	18.5	20.0
Water/Sewer	8.0	9.0	10.0
Central garage	5.5	5.5	5.5
Building Maintenance	4.0	6.0	6.0
Recreation			
Administration	18.0	19.5	19.5
Grounds Maintenance	16.0	11.5	11.5
Total	252.5	250.0	247.5
Recreation			
Seasonal	30.0	30.0	30.0

Data Source: Village Finance Department

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

2016	2017	2018	2019	2020	2021	2022
5.0	5.5	5.5	5.5	4.5	4.5	5.0
-	-	-	-	-	-	-
2.0	2.0	2.0	2.0	2.0	2.0	2.0
-	-	-	-	-	-	3.5
9.0	9.0	9.0	8.0	9.0	8.0	7.0
12.0	14.0	15.0	13.0	13.0	10.0	10.0
-	-	-	-	-	-	-
63.0	61.0	61.0	63.0	60.0	58.0	60.0
3.0	2.0	2.0	2.0	2.0	2.0	2.0
15.5	16.0	16.0	20.0	16.0	12.5	12.0
59.0	58.0	59.0	56.0	56.0	57.0	57.0
1.0	4.5	5.0	7.0	9.0	4.5	5.0
6.0	12.0	11.5	10.0	11.0	11.0	11.0
20.0	20.0	20.0	17.0	17.0	15.0	15.0
9.0	12.0	12.0	13.0	12.0	12.0	12.0
5.5	5.5	5.5	5.5	5.5	5.5	5.5
6.0	4.5	4.5	4.5	4.5	3.0	3.0
4.0	4.0	4.0	2.0	2.0	2.0	2.0
-	-	-	-	-	-	-
220.0	230.0	232.0	228.5	223.5	207.0	212.0
30.0	30.0	30.0	29.0	38.0	38.0	38.0

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2022 (Unaudited)

	2013	2014	2015
General Government			
Building and Zoning			
Building Permits Issued	2,651	2,833	2,957
Building Inspections Conducted	7,456	7,074	9,053
Property Maintenance Inspections Conducted	3,288	3,172	2,160
Public Safety			
Police			
Physical Arrests	759	886	521
Parking Violations	2,984	3,634	5,754
Traffic Violations	13,171	8,349	6,054
DUI Arrests	124	154	74
Vehicle Crashes	1,507	1,429	1,473
Fire			
Ambulance Calls/EMS	2,613	3,385	3,160
Service Calls	483	1,245	309
Fire Calls	865	821	1,279
Auto Aid/Mutual Aid	654	1,063	987
Public Works			
Streets			
Street Resurfacing (Miles)	10.84	3.28	11.40
Parks and Recreation			
Park Sites	46	46	46
Golf Course - Combined			
Golf Rounds Played - Paid	53,639	54,689	53,599
Water			
New Connections (Tap ons)	27	9	19
Average Daily Consumption (1)	3.70	3.58	3.60
Peak Daily Consumption (1)	6.20	5.40	5.54

(1) - Millions of Gallons

Data Source: Various Village Departments

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

2016	2017	2018	2019	2020	2021
2,567	2,502	3,443	2,697	3,339	3,127
6,692	6,817	7,361	5,540	6,097	8,543
1,954	1,902	2,254	1,856	1,543	1,135
441	452	406	283	233	401
6,781	5,748	3,404	2,185	2,180	1481
5,310	6,054	4,844	3,439	3,760	4934
87	85	74	54	44	45
1,294	1,353	1,459	829	948	941
3,201	3,145	3,145	3,276	3,444	3,656
293	309	409	249	256	373
1,082	1,257	1,253	1,096	1,209	1,135
1,045	967	1,193	1,198	790	786
2.76	0.97	2.64	4.97	4.50	2.75
46	46	46	46	46	49
51,138	48,770	44,000	58,297	71,617	71,773
3	23	11	23	34	67
3.23	3.49	3.13	3.33	3.51	3.62
5.98	5.69	4.83	4.97	5.67	6.39

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Capital Asset Statistics by Function/Program - Last Ten Fiscal Years December 31, 2022 (Unaudited)

	2013	2014	2015
Public Safety			
Police			
Stations	1	1	1
Vehicles	28	29	30
Fire			
Stations	3	3	3
Vehicles*	21	20	20
Public Works			
Streets	117.70	118.20	118.20
Street (Miles)	2,778	2,786	2,789
Streetlights			
Water			
Water Mains	180.30	180.90	181.14
Fire Hydrants	2,477	2,487	2,493
Wastewater			
Sanitary Sewers	139.30	139.80	139.92

Data Source: Various Village Departments

* Includes fire engines/towers, ambulances, and staff cars

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)

2016	2017	2018	2019	2020	2021	2022
1 29	1 31	1 30	1 29	1 30	1 31	1 31
3 20	3 20	3 20	3 20	3 20	3 20	3 20
118.22 2,789	114.02 2,790	114.02 2,755	113.90 2,437	110.83 3,115	116.07 2,958	116.07 2,559
181.31 2,501	181.97 2,514	185.99 2,507	186.19 2,507	188.60 2,584	185.43 2,607	185.36 2,628
139.92	139.96	141.60	135.94	137.38	137.08	137.08

Attachment: Buffalo Grove ACFR 22 (Acceptance of the 2022 Audit and Management Letter)



Action Item : 2022 Rotary Firefighter of the Year Presentation

Recommendation of Action

Staff recommends presentation.

The Buffalo Grove Rotary President will present the Firefighter of the Year Award to Firefighter/Paramedic Kevin Gatto.

Trustee Liaison
Cesario

Staff Contact
Mike Baker, Fire

Monday, June 19, 2023	
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Information Item : Introduction of New Police K9

Recommendation of Action

Staff recommends introduction.

Chief Budds will introduce and deliver the Oath of Office to the department's new police K-9, Mac. Chief Budds will then recognize TOPS for training our K9 teams since 1996 and Jody Page from Page's Healthy Paws for donating all of K9 Mac's food. .

Trustee Liaison

Cesario

Staff Contact

Brian Budds, Police

Monday, June 19, 2023	
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Information Item : Announcement of the 2023 Police Department's Coloring Contest Winners.

Recommendation of Action

Staff recommends special recognition.

Announcement of the 2023 Police Department's coloring contest winners.

Trustee Liaison
Johnson

Staff Contact
Brian Budds, Police

Monday, June 19, 2023



Action Item : Rejection of Quiet Zone Bid, Waive Bids, and Authorization to Negotiate Contract

Recommendation of Action

Staff recommends approval.

SUMMARY: Based upon the review of the bid, staff recommends the Village Board find that it is in the best interests of the Village of Buffalo Grove to reject the Quiet Zone bid, waive bids, and provide authorization to negotiate with Contractors to provide a cost savings.

ATTACHMENTS:

- Rejection of Bid - Quiet Zone (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 14, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director/Village Engineer

SUBJECT: Quiet Zone Project Rejection of Bid – Authorization to Negotiate

Staff Recommendation

Based upon the review of the bid, staff recommends the Village Board find that it is in the best interests of the Village of Buffalo Grove to reject the Quiet Zone bid, waive bids, and provide authorization to negotiate with Contractors. Project work may then be programmed for 2023 with a more favorable scope, fee, and construction schedule.

Overview

Staff released a request for bids for Grade Crossing Median Improvements which is part of the Quiet Zone for the municipalities of Buffalo Grove, Wheeling, Mundelein, Libertyville, Round Lake Beach, Lake Villa, and Antioch in late April. The work requested involves the removal and replacement of medians, installation of delineators, and other associated improvements to eleven (11) grade crossings within the Quiet Zone (#THR000-481) corridor. The bid opening was on May 16th and the Village received one bid. The bid was reviewed, and the proposed costs were approximately \$443,000 whereas \$140,000 was budgeted. After discussion by staff and a review of the bid pricing, it is recommended the Village Board reject the bid, waive bids, and authorize staff to negotiate with qualified contractors to try and complete this project in 2023 within budget constraints.

Staff believes multiple factors contributed to the bid price coming in higher than expected. The specialized nature of the work required to work within the railroad right of way, coordination with the railroad, specialized insurance, and capacity issues. Staff is working with the Federal Railway Administration (FRA) and other permitting agencies to adjust the permissible time for work at the crossings each day as well as the total duration the project must be completed within.

Staff is requesting the Board to provide authorization to negotiate with qualified contractors to bring this project within budget constraints. Staff aims to bring forth a Contract Award at the July 17th, 2023 Board of Trustees meeting in order to work with the FRA toward maintaining the Quiet Zone within the Village.

Attachment: Rejection of Bid - Quiet Zone (Rejection of Quiet Zone Bid)



**Action Item : Authorization to Waive Bids and Negotiate for BGGC
Pumphouse Improvements**

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests authorization to waive bids and negotiate for the Buffalo Grove Golf Course irrigation pumphouse improvements.

ATTACHMENTS:

- Auth to waive bids BGGC Irrigation (DOCX)

Trustee Liaison
Cesario

Staff Contact
Tom C. Wisniewski, Village Board

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 7, 2023

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and Negotiate for BGGC Pumphouse Improvements

Staff Recommendation

Staff requests authorization to waive bids and negotiate for the Buffalo Grove Golf Course irrigation pumphouse improvements.

Overview

Golf staff has identified several components in the Buffalo Grove Golf Course irrigation pumphouse that are at the end of life and need to be replaced. The piping, valves, and irrigation control system are over 30 years old and have begun to fail on a regular basis. The pressure tank is of most concern because of rust building up on the inside of the tank which cannot be seen. This could potentially cause the tank to fail which would put the golf course irrigation system out of service. Golf course staff along with the Villages contracted Golf Maintenance staff recommend replacing the outdated valves, piping between valves, pressure tank, sensors/gauges, electrical panel, and irrigation control system to continue uninterrupted operation.

Staff reached out to several architectural firms and only one had the capacity to provide the Village with a proposal to facilitate the design, bid, and build. The proposal fee for this was \$40,000. Golf Course maintenance staff reached out to three contractors to provide costs which ranged from \$140,000 to \$200,000 to complete the work. Village staff along with the contracted Golf Maintenance staff met to discuss the project and both agreed that due to the architect's cost proposal fee and specialty of this work, it is in the best interest of the Village to negotiate with qualified contractors directly for this project. This will result in significant cost savings keeping this project within the CIP budgeted amount.



Resolution No. R-2023-17 : Adoption of the 2022 Lake County All Natural Hazards Mitigation Plan

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the adoption of the 2022 update to the Lake County All-Natural Hazards Mitigation Plan.

ATTACHMENTS:

- 2022 ANHMP memo (DOCX)
- Resolution_2022 ANHMP (DOCX)
- 2023_0420 ANHMP Executive Summary (PDF)
- Final 2022 Lake County All Natural Hazards Mitigation Plan (PDF-Link)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 25, 2023
TO: Dane Bragg, Village Manager
FROM: Andrea Larson, Civil Engineer I
SUBJECT: Lake County All Natural Hazards Mitigation Plan 2022 Update

Recommendation

Staff recommends the adoption of the 2022 update to the Lake County All-Natural Hazards Mitigation Plan.

Summary

The Lake County All-Natural Hazard Mitigation Plan (ANHMP) addresses natural hazards that may impact Lake County and identifies activities to prevent, prepare for and respond to potential hazards. The adoption of an ANHMP, and the update of it every 5 years, allows the Village to be eligible for federal disaster mitigation grants. The ANHMP also provides credit for the Village's participation in FEMA's Community Rating System (CRS), which reduces flood insurance costs in Buffalo Grove.

Adoption of the ANHMP by the Village applies to the Village's corporate boundaries including locations in both Cook and Lake Counties. FEMA encourages the use of single plans within a location with a unified emergency response for practical, administrative, and response purposes.

Staff has pushed to include several local projects in the accredited plan, ensuring the Village will be eligible for opportunities to utilize federal mitigation funds as they become available. These projects include communications equipment supporting the new Emergency Operations Center, stabilization of the Arboretum shoreline, Northwood stormwater improvements and emergency communications enhancements.

**RESOLUTION 2023-
ADOPTION OF THE 2022 LAKE COUNTY
ALL-NATURAL HAZARDS MITIGATION PLAN**

WHEREAS, Lake County is subject to flooding, tornadoes, severe summer and winter storms, and other natural hazards that can damage property, close businesses, disrupt traffic, and present a public health and safety hazard; and

WHEREAS, the Lake County Hazard Mitigation Planning Committee has prepared and recommended the *2022 update of Lake County All-Natural Hazards Mitigation Plan* that reviews the County's options to protect people and reduce damage from hazards; and

Whereas, the Lake County and Lake County municipalities prepared and adopted the *2017 Lake County All-Natural Hazards Mitigation Plan* and the *2022 Lake County All-Natural Hazards Mitigation Plan* is an update required by the Federal Emergency Management Agency; and

WHEREAS, the *2022 Lake County All-Natural Hazards Mitigation Plan* was developed as a multi-jurisdictional plan and has been submitted and approved by Illinois Emergency Management Agency and the Federal Emergency Management Agency; and

WHEREAS, the recommended *2022 Lake County All-Natural Hazards Mitigation Plan* has been widely circulated for review by residents and federal, state, and regional agencies and has been supported by those reviewers; and

WHEREAS, the preparation and adoption of a community mitigation plan is a requirement of the Federal Emergency Management Agency in order for Lake County to be eligible for federal mitigation funds under Section 104 of the Disaster Mitigation Act of 2000 (42 USC 5165), and under 44 CFR (Code of Federal Regulations) Part 201.

NOW, THEREFORE BE IT RESOLVED, that the *2022 Lake County All-Natural Hazards Mitigation Plan*, is hereby adopted as an official plan of the Village of Buffalo Grove and;

BE IT FURTHER RESOLVED, that the Village Engineer or their designee is hereby appointed as the Village's representative on the Lake County Hazard Mitigation Planning Committee and will keep the Village apprised of the mitigation action items undertaken by or reported to the Lake County Hazard Mitigation Planning Commission, and;

BE IT FURTHER RESOLVED, that the Village Clerk is hereby requested to distribute a certified copy of this Resolution to the Lake County Hazard Mitigation Planning Commission.

ADOPTED this the _____ day of _____, _____.

_____ Clerk

APPROVED this the _____ day of _____, _____

_____ Village President

Executive Summary

Lake County All-Natural Hazards Mitigation Plan Lake County, Illinois

October 2022

Update of the 2017 All-Natural
Hazards Mitigation Plan

Developed by:

*Lake County Hazard
Mitigation Planning
Committee*

Plan Coordinated by:

*Lake County Stormwater
Management
Commission*

and the

*Lake County Emergency
Management Agency*

Planning Assistance:

*Integrated Solutions
Consulting, Corp.*

Executive Summary

In 2006, Lake County and participating Lake County municipalities developed and adopted the first *Lake County Countywide All-Natural Hazards Mitigation Plan (ANHMP)*. The Federal Emergency Management Agency (FEMA), through the Disaster Mitigation Act of 2000 (DMA 2000) and the Stafford Act require that a community develop and adopt a FEMA-approved natural hazard mitigation ANHMP to be eligible for hazard mitigation grant funds. DMA 2000 and the Stafford Act require that the mitigation ANHMP be updated and re-adopted every five years to maintain grant eligibility. This 2022 ANHMP is the third update of the 2006 ANHMP. The ANHMP is multi-jurisdictional, meaning the county and its participating municipalities must adopt the ANHMP.

This ANHMP meets all FEMA planning requirements including those of the FEMA National Flood Insurance Program (NFIP) and Community Rating System (CRS). The ANHMP allows Lake County and its participating communities to receive Hazard Mitigation Assistance Program (HMA) grant funding from FEMA to fund mitigation projects. CRS allows participating communities to earn credit towards discounts in flood insurance premiums. More can be learned about these programs at: <http://www.fema.gov/hazard-mitigation-grant-program>.

“Hazard mitigation is defined as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.”

FEMA

While this ANHMP meets federal planning requirements, it has also been prepared to address protection of life, health, and safety, and to reduce damage to property and infrastructure from natural hazards. This ANHMP assesses the natural hazards that affect Lake County, sets mitigation goals, considers mitigation efforts currently being implemented, evaluates additional mitigation strategies,

and recommends mitigation actions to be implemented over the next five years. The mitigation actions are designed to protect the people and assets of Lake County and are intended to be implemented by the public and the private sectors.

ANHMP Development

The ANHMP update was conducted with the input of the Lake County Hazard Mitigation Planning Committee (HMPC), which includes Lake County departments and agencies, Lake County municipalities and other stakeholders. The HMPC has been in place since the development of the 2006 ANHMP and has been meeting annually. The efforts of the HMPC were coordinated by the Lake County Stormwater Management Commission (SMC) and Lake County Emergency Management Agency (LCEMA).

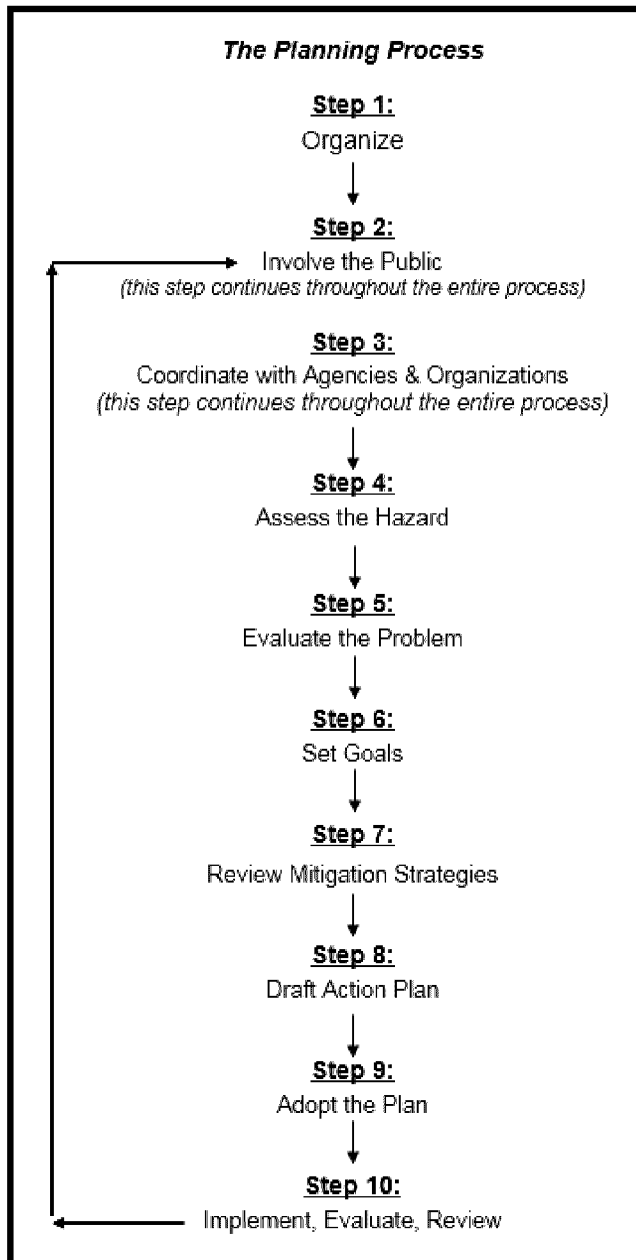
The update of the ANHMP was based on discussion and data provided by the participating municipalities as they followed the recommended 10-step planning process. An ANHMP introduction and a description of the planning process are presented in Chapters 1 and 2. Natural hazards that can impact Lake County have been assessed in Chapter 3. Goals and guidelines established by the HMPC are presented in Chapter 4. Six mitigation strategies and a capabilities assessment of Lake County are examined in Chapter 5. The ANHMP action plan is detailed in

Chapter 6, and procedures for monitoring and maintaining this ANHMP are included in Chapter 7.

Chapter Summary:

Planning Process

The HMPC followed a 10-step planning process to update the ANHMP. The HMPC met five times from January to April 2022. The HMPC reviewed the hazards and their effects on people and property, considered a variety of ways to reduce and prevent damage, and recommended the most appropriate and feasible measures for implementation. Existing plans and programs were reviewed during the planning process. It should be underscored that this ANHMP does not replace other planning efforts, such as community comprehensive plans, or the Lake County Comprehensive Stormwater Management Plan. This ANHMP complements those efforts.



The public was invited to participate through several concurrent means, including HMPC meetings, online surveys, paper surveys, press releases, newsletter articles, and the Lake County website. A public meeting was held on April 19, 2022, at the Central Permit Facility in Libertyville, Illinois. The public comment period opened on February 17, 2023.

Natural Hazard Risk Assessment

The HMPC reviewed all potential natural hazards that could impact Lake County, and evaluated them based on their causes, their likelihood of occurring, and their impact on people, property, critical facilities, and the local economy. The information was based on available technical studies and reports by the participating agencies and communities

and on their past experiences.

The final approved plan will be available on the SMC website at: [Stormwater Management Commission | Lake County, IL \(lakecountyil.gov\)](https://www.lakecountyil.gov/stormwater-management-commission)

Hazard Mitigation Goals and Guidelines

The goals of the ANHMP were reviewed and reaffirmed by the HMPC. The ANHMP goals are to:

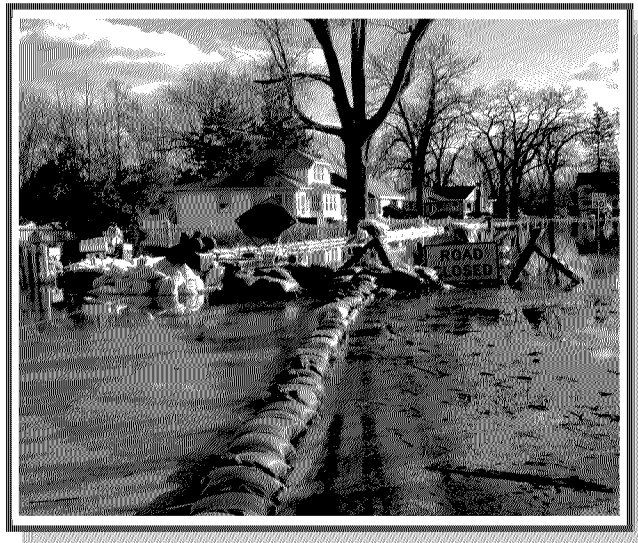
- Goal 1. Protect the lives, health, and safety of the people of Lake County from the impacts and effects of natural hazards.
- Goal 2. Protect public services, utilities, and critical facilities from potential damage from natural hazard events.
- Goal 3. Mitigate existing buildings to protect against damage from natural hazard events.
- Goal 4. Ensure that new developments do not create new exposures of people and property to damage from natural hazards.
- Goal 5. Mitigate to protect against economic and transportation losses due to natural hazards.

Chapter 4 presents guidelines developed by the HMPC to achieving the above goals and to facilitate the development of hazard mitigation action items.

Hazard Mitigation Strategies

The HMPC considered mitigation strategies for the natural hazards shown on page ES-2. The HMPC reviewed current preventive mitigation measures being implemented by the county and municipalities. Preventive measures include activities such as building codes and the enforcement of the Lake County Watershed Development Ordinance. Lake County is strong in preventive measures through floodplain regulations and sustainable projects.

Property protection mitigation measures are used to modify buildings or property subject to existing damage. The HMPC agreed that special attention should be given to floodplain areas and designated repetitively flooded areas. SMC should continue with their voluntary floodplain acquisition program. Many measures can be implemented by the property owners, such as dry and wet floodproofing. Appropriate government activities include public information, technical assistance, and financial support. Emphasis has also been placed on critical facilities, particularly on understanding their vulnerability to wind and severe storm hazards.



Natural resource protection activities are aimed at preserving (or in some cases restoring) natural areas. These activities include preserving wetlands, control of erosion and sedimentation, stream restoration, and urban forestry management. Urban forestry programs are encouraged to protect utility lines from damage caused by trees during wind and ice storms.

The HMPC called for a better understanding of flood and other hazards to improve emergency management – preparedness, response, and recovery.

Structural mitigation projects such as the regional detention basins are still important components of the county’s comprehensive watershed management program. Additional watershed studies are still needed. The HMPC also recommended that each community establish a formal and regular program of drainage system maintenance and examine drainage improvements.

The HMPC identified numerous subject areas that would benefit from a coordinated public information program to focus on residents and property owners obtaining proper insurance and ways for people to protect themselves and their property from natural hazards.

Mitigation Action Plan

The action plan outlines the recommended activities and initiatives to be implemented over the next five years. It is understood that implementation is contingent on the availability of resources (staff and funding). The action plan identifies those responsible for implementing the action items, and when they are to be completed.

Mitigation actions are not limited to those listed in the action plan. Other recommendations in this ANHMP (Chapter 5) should be implemented as opportunities arise.

Plan Adoption

This ANHMP serves to recommend mitigation measures for Lake County. Adoption is also a requirement for recognition of the ANHMP by FEMA for mitigation funding programs.

The adoption of this *Lake County All-Natural Hazards Mitigation Plan* will be done by resolution of the county board, the city councils, and boards of trustees of each participating municipality. The municipal resolutions will adopt each action item that is pertinent to the community and a person responsible for it will be assigned. With adoption, the county and each municipality are individually eligible to apply for FEMA mitigation grant funding.

Summary

This 2022 update to the ANHMP was developed by the Lake County HMPC as a multi-jurisdictional ANHMP to meet federal mitigation planning requirements. This ANHMP updated the examination of natural hazards facing Lake County, establishes mitigation goals, evaluates, and highlights the existing mitigation activities underway in Lake County, and recommends a mitigation action plan for the county and participating jurisdictions to undertake in the next five years. The mitigation efforts included in this ANHMP are for protecting people, property, and

other assets of Lake County. Some action items are ongoing efforts while others are new. Implementation of all action items is contingent on the availability of staff and funding.

This ANHMP will be adopted by resolution by the Lake County Board and each participating jurisdiction. This ANHMP will be implemented and maintained through both countywide and individual initiatives as funding and resources become available.

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Ordinance No. O-2023-71 : Ordinance Authorizing an Intergovernmental Agreement with the Village of Wheeling Relating a Study of Buffalo Creek

Recommendation of Action

Staff recommends approval subject to Village Attorney review and approval.

SUMMARY: The Village of Wheeling and Buffalo Grove staff are proposing to enter into an Inter-Governmental Agreement for a study of Buffalo Creek from the Buffalo Creek Reservoir to the Des Plaines River.

ATTACHMENTS:

- Wheeling - Stormwater IGA Memo (DOCX)
- Wheeling - Stormwater IGA Ord (DOCX)
- 2023-0501 Wheeling BG Buffalo Creek IGA[3824]-DS Revisions 6-6-23 (DOC)
- Attachment A - Buffalo Grove Stormwater Study 120922_rev02132023 (PDF)
- Attachment B - Project Fee Estimate_2022 Rates_120922_rev06132023 (PDF)
- Attachment C - Study Limits (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 19, 2023



MEMORANDUM

DATE: May 10, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Buffalo Creek Study Intergovernmental Agreement (IGA) with the Village of Wheeling

Recommendation

Staff recommends entering into an Intergovernmental Agreement with the Village of Wheeling for a study of Buffalo Creek from the Buffalo Creek Reservoir to the Des Plaines River.

Project Overview

The objective of this study will be to find sustainable solutions to stormwater management, flood control, streambank stabilization, water quality and any number of stormwater related matters along the waterways. Buffalo Creek and Farrington Ditch are regional drainage patterns that impact both the Village of Buffalo Grove and the Village of Wheeling. The study will encompass the entire creek, from the Buffalo Creek Reservoir to the Des Plaines River. This approach coincides with initiatives of the Infrastructure Modernization Program (IMP), which plan and develop infrastructure improvements that consider the Village as a whole, instead of individual developments that occurred separately over time.

Christopher B. Burke Engineering Ltd. is heavily involved in the design and operation of the Village's storm sewer system, completing several studies and designs. Their skill set and understanding of the village's system align well with the long-term planning and considerations of this study. Additionally, the firm have completed the same work with the Village of Wheeling.

Based upon the scope of work the total value of this contract is a not to exceed amount of \$273,860. The Village of Wheeling has agreed to reimburse Buffalo Grove for their \$77,777 (Not to Exceed) portion of the cost in 2024. Buffalo Grove's funds will be spent from the budgeted drainage funds over a period of about two years.

This study and subsequent projects have been discussed with Lake County Stormwater Management Commission (LCSMC) and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). Both organizations have expressed interested in the work and may be interested in helping fund long-term solutions for the region.

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WHEELING
RELATING A STUDY OF BUFFALO CREEK**

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 seeks to enter into an Intergovernmental Agreement with the Village of Wheeling for a study of Buffalo Creek; and

WHEREAS, the Village of Buffalo Grove will lead the procurement process and directly contract with Christopher B. Burke Engineering Ltd. and invoice the Village of Wheeling for their costs.

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 Intergovernmental Agreement with the Village of Wheeling a study of Buffalo Creek, a copy of said agreement is attached hereto, 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: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Wheeling - Stormwater IGA Ord (O-2023-71 : Wheeling IGA (Buffalo Creek))

INTERGOVERNMENTAL AGREEMENT FOR A STUDY OF BUFFALO CREEK WITH CHRISTOPHER B. BURKE ENGINEERING LTD.

This Service Agreement (the "Agreement") is made and entered into by and between the Village of Wheeling ("Wheeling"), a body politic and corporate of the State of Illinois, and the Village of Buffalo Grove ("Buffalo Grove"), a body politic and corporate of the State of Illinois. Wheeling and Buffalo Grove are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, Buffalo Creek, as known as the Wheeling Drainage Ditch, runs through Wheeling and Buffalo Grove from approximately the Buffalo Creek Reservoir to the Des Plaines River; and

WHEREAS, the objective of this study will be to find sustainable solutions to stormwater management, flood control, streambank stabilization, water quality and any number of stormwater related matters along the waterways; and

WHEREAS, the Parties, by this instrument, desire to memorialize their respective costs, obligations, and responsibilities of the study.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement shall not become effective unless authorized and executed by the Wheeling Village President and the Buffalo Grove Village President. This Agreement is a legal, valid and binding agreement, enforceable against the Parties. This Agreement shall continue until it is terminated by Agreement of the parties.

SECTION 3. VILLAGES' RESPONSIBILITIES

3.1 Project Study with Christopher B. Burke Engineering Ltd. (CBBEL) Responsibilities of the Parties. Throughout the project the Village of Wheeling and the Village of Buffalo Grove shall have the following obligations:

- a. The Village of Buffalo Grove will lead the procurement process. A scope of services will be defined with associated costs being demonstrated toward the responsible Parties, serving as budget numbers for each Party. These documents are attached as Attachments A and B respectively. Attachment C demonstrates the extent of the study.
- b. The Village of Buffalo Grove will award the CBBEL contract after the scope is agreed to by both Parties.

- c. The Village of Buffalo Grove will pay (CBBEL) according to the terms and conditions of their contract. The Village of Buffalo Grove will then invoice the Village of Wheeling for their share quarterly starting in 2024. Wheeling will make payment to Buffalo Grove within ninety (90) days of receipt of the invoice.
- d. The total costs for this work will be determined by hours billed by Christopher B. Burke Engineering Ltd. Invoices, not to exceed the costs indicated within Exhibit B. The cost share between the Village of Wheeling and the Village of Buffalo Grove will be as indicated in Exhibit B.
- e. The Village of Buffalo Grove will update existing conditions with CBBEL in 2023 to match the Village of Wheeling's previous efforts. Starting in 2024 both Parties will support the design, review and collaborative processes of the study, which may or may not include Public Meetings.

SECTION 4. GENERAL PROVISIONS

- 4.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 4.2 Default. A Party shall be in default hereunder in the event of a material breach by such Party (the "Defaulting Party") of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Defaulting Party has failed to cure such breach within thirty (30) days after written notice of breach is given by another Party (the "Non-Defaulting Party"), setting forth the nature of such breach. Failure of a Non-Defaulting Party to give written notice of breach to the Defaulting Party shall not be deemed to be a waiver of the right of such Non-Defaulting Party to assert such breach at a later time. Upon default the Non-Defaulting Party shall be entitled to exercise all available remedies at law and in equity. The Non-Defaulting Party shall be entitled to reasonable attorneys' fees and costs relating to litigation initiated by the Non-Defaulting Party. In the event of a default by either of the Villages, the County shall be notified in writing by the Non-Defaulting Party. If the County assumes the maintenance obligation of the Defaulting Party for any period of time and incurs expenses in so doing, the County may charge the Defaulting Party for any such reasonable expense.
- 4.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 4.4 Force Majeure. Neither the County, nor Buffalo Grove, nor Wheeling, shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.

- 4.5 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first-class mail.

TO WHEELING:

Village Manager
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

TO BUFFALO GROVE:

Village Manager
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, IL 60089

- 4.6 Entire Agreement. This Agreement constitutes the entire agreement between Buffalo Grove and Wheeling, and merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitment and writing with respect to such subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officials on the dates as shown.

VILLAGE OF WHEELING:

Patrick Horcher
Village President
Village of Wheeling

This ____ day of _____ A.D. 2023.

ATTEST: _____
Village Clerk

(SEAL)

VILLAGE OF BUFFALO GROVE:

Eric Smith

Village President
Village of Buffalo Grove

This ____ day of _____ A.D. 2023.

ATTEST: _____
Village Clerk

(SEAL)

Attachment: 2023-0501 Wheeling BG Buffalo Creek IGA[3824]-DS Revisions 6-6-23 (O-2023-71 : Wheeling IGA (Buffalo Creek))

Attachment A
Scope of Services

Attachment: 2023-0501 Wheeling BG Buffalo Creek IGA[3824]-DS Revisions 6-6-23 (O-2023-71 : Wheeling IGA (Buffalo Creek))

Attachment B

Estimated Costs by Party

Attachment: 2023-0501 Wheeling BG Buffalo Creek IGA[3824]-DS Revisions 6-6-23 (O-2023-71 : Wheeling IGA (Buffalo Creek))

Attachment C

Study Limits

Attachment: 2023-0501 Wheeling BG Buffalo Creek IGA[3824]-DS Revisions 6-6-23 (O-2023-71 : Wheeling IGA (Buffalo Creek))

Attachment A

December 9, 2022
Revised February 13, 2023

Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, Illinois 60089

Attention: Kyle Johnson, PE
 Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services
 Buffalo Creek Watershed Stormwater Management Plan

Dear Mr. Johnson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the preparation of a Stormwater Management Plan for the Buffalo Creek Watershed within the Village of Buffalo Grove (Village). Included in this proposal are our Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the Village would like a detailed hydrologic and hydraulic study of Buffalo Creek and Farrington Ditch. Both watercourses have mapped regulatory floodplain and floodway. The limits of the study will be the Village of Buffalo Grove and the Village of Wheeling, and it is our understanding that the two municipalities will be entering into an Intergovernmental Agreement (IGA) regarding the study.

We understand that this study will be used to develop projects in partnership with the Village of Wheeling, the Park District, the Buffalo Creek Watershed Group, and regulatory agencies to alleviate flooding within the Village and downstream communities. This study will consist of updating the latest hydrologic and hydraulic models for these watercourses with the Illinois State Water Survey (ISWS) Bulletin 75 rainfall depths that were adopted in 2020 and delineate a new floodplain for Buffalo Creek, Farrington Ditch, and White Pine Ditch within the Village. CBBEL has previously studied Buffalo Creek through the Village of Wheeling, and this previous work will be added to the current modeling to create a comprehensive set of models through both municipalities. It should be noted that the previous study for the Village of Wheeling utilized ISWS Bulletin 70 rainfall depths, and the current study will result in higher peak flowrates and flood elevations through the Village of Wheeling with the updated rainfall depth. It is not anticipated that the new flood elevations will be submitted to FEMA for flood mapping.

Using the model results, CBBEL will work with the Village to determine comprehensive projects that align with the Village's Infrastructure Modernization Program to alleviate

flooding, provide a water quality component, and focus on natural and resilient solutions. We will review and incorporate information from available documents, including but not limited to the Village's Stormwater Master Plan, Comprehensive Plan, and the Lake-Cook Corridor Study. We understand that these projects may include realigning of the creeks in coordination with Park District plans and public/private partnership opportunities related to future development scenarios within the watershed. It is anticipated that the Village of Wheeling will have projects to include as well, which may be more focused on water quality, natural solutions, and streambank stabilization.

Concept level exhibits and cost estimates of the proposed improvements will be prepared, and the qualitative benefits/quantitative costs of each alternative will be summarized in a matrix that allows for easy comparison across alternatives. The alternatives will also be evaluated for their grant funding opportunities. The results of the study will be summarized in a digital report that includes narrative, exhibits, modeling and all calculations.

Based on this experience and discussions with Village staff, we are recommending the following Scope of Services for the Buffalo Grove Watershed Stormwater Study.

SCOPE OF SERVICES

CBBEL has identified the tasks that will lead to a successful completion of the Buffalo Creek Watershed Stormwater Management Plan:

Task 1 – Kickoff Meetings: We will meet with the Village staff to memorialize the project goals and schedule. We understand that importance of the schedule and will work to perform the highest professional service while meeting the schedule set forth by the team. It is important to the overall project to engage the various stakeholders at the onset. After our initial meeting with the Village, we will meet with the Village of Wheeling, Buffalo Grove Park District, LCDOT, CCDOTH, IDOT, LCSMC, MWRDGC, and the Buffalo Grove Watershed Group(s).

Task 2 – Data Collection: We will collect, review, and analyze the following data for use in the initial phases of the drainage analysis. A GIS database will be developed using the spatially oriented data.

- Lake and Cook County 1-foot aerial topographic mapping and LIDAR data,
- Village GIS mapping and database information,
- Reported flooding problem areas, photographs, written accounts, etc.,
- All available GIS including utilities, land use, zoning, soils, etc.,
- Historic rainfall data from Lake and Cook County and the Village that resulted in flooding will be reviewed and analyzed,
- Relevant County, FEMA and IDNR-OWR data for the Village,
- Coordination with local public utilities to obtain copies of their respective utility atlases,

- MWRDGC hydrologic and hydraulic modeling for the Buffalo Creek Reservoir Expansion,
- Roadway plans for upcoming and past roadway projects, including but not limited to Aptakisic Road,
- Village and Park District Comprehensive Plans and other relevant planning documents,
- Village stormwater master plan and associated hydrologic and hydraulic modeling,
- Previously prepared Watershed studies, including the FIS, MWRDGC, and CBBEL studies for Buffalo Creek, and
- Additional information provided by the Village of Wheeling.

Task 3 – Field Reconnaissance: We will perform a field reconnaissance with Village staff to visit the areas of known flooding as well as areas where potential projects may be proposed including the golf course, Public Works facility, Park District property and various roadway crossings.

Task 4 – Topographic Survey: We will identify the survey needs to supplement the data collected in Tasks 2 and 3. The survey will focus on critical flood areas, Farrington Ditch, additional creek cross-sections, and hydraulic structures that have been modified since the hydraulic analyses prepared for the Buffalo Creek Reservoir Expansion and the CBBEL LOMR that was prepared for the Village of Wheeling. Under this task we have allowed for 5 days of field survey and the corresponding office work.

Task 5 – Existing Conditions Hydrologic and Hydraulic Modeling: The most recent HEC-HMS hydrologic modeling for the Buffalo Creek Watershed that was used for the Buffalo Creek Reservoir Expansion and the LOMR for Buffalo Creek through Wheeling will be updated using the Illinois State Water Survey (ISWS) Bulletin 75 rainfall depths and distributions. Additionally, the tributary area to Farrington Ditch will be modeled explicitly. The HEC-HMS model will be used to determine the 10-, 50-, 100-, and 500-year peak flow rates to be input into the HEC-RAS hydraulic model.

We will compile all previous hydraulic modeling and topographic survey data to develop a comprehensive and up-to-date unsteady HEC-RAS hydraulic model of the watershed, including Buffalo Creek and Farrington Ditch, within the Villages of Wheeling and Buffalo Grove. Using County 1-foot aerial topography and the computed flood elevations from the model, we will determine the limits of and delineate the existing floodplain by elevation along both watercourses through both municipalities. Using this information and any reported flooding problems collected in Task 2, we will identify vulnerable structures (residential, commercial, etc.) and roadways to target for flood protection. These areas will be targeted for improvements that will be analyzed in Task 6. As part of this task, we will also identify public/private partnership opportunities for flood prone areas as determined by the revised analyses based on likely future development or redevelopments in the area.

Task 6 – Proposed Conditions Hydrologic and Hydraulic Modeling: CBBEL will work with the Village and all stakeholders to develop proposed drainage improvements to reduce the risk of future flooding and improve water quality where possible. This will include all identified drainage problem locations identified in Tasks 2 and 5. A range of projects will be investigated for the drainage problems to determine what would be necessary to provide the 100-year level of protection and provide water quality and other benefits. This could include new storm sewers, stormwater storage basins, overland flow path revisions, green infrastructure, rerouting of creeks, and other drainage improvements that will require multiple iterations. We will identify and combine alternatives as necessary to pair projects, specifically flood storage and conveyance improvements. We will work closely with the Village to determine unique solutions to problem areas that may require more than one iteration (e.g. the relocation of Farrington Ditch). All alternatives will be designed such that there are no adverse impacts downstream. Joint projects with other jurisdictions (Village of Wheeling, LCSMC, LCDOT, IDOT, MWRDGC, CCDOTH, etc.) and proposed private development projects in the watershed will be investigated for potential cost-sharing and grant opportunities.

Considering the possible number of projects, we estimate that the total number of alternatives to be investigated would be approximately 12-15. If more alternatives are investigated, we will work with the Village to determine if a budget supplement is required.

Task 7 – Concept Plan Development and Prioritization Matrix: A concept level GIS exhibit will be prepared for each alternative. The cost estimates will be broken down into unit costs and quantities for different pay items. The unit costs will be based on recent bid openings where possible. The engineer's estimate of probable cost will include design engineering, permitting and construction engineering costs. Calculation of the costs relies on years of experience in cost estimating projects of this nature and anticipating cost such as sanitary sewer and water service replacement. Upon meeting with Village staff, the estimates will be updated based on comments received. A prioritization matrix with separate sections for each drainage problem area and associated projects with exhibits, costs, number of structures benefited, and other benefits (water quality, transportation, etc.) will be prepared. This matrix will allow for easy comparison of projects across the Village as funding becomes available. We will work on a ranking system with the Village based on the criteria in the matrix.

Task 8 – Stakeholder Meetings and Coordination with Outside Agencies: Throughout the study, we will meet with various stakeholders and outside agencies to present the updated floodplain exhibits, including flood problems reported to the Village. As part of this coordination effort, we will also meet with regulatory agencies that may require permitting for all projects including those that are aligned with the stakeholders' future plans within the watershed. These projects may include but are not limited to Park District improvements within the Buffalo Grove Golf Course, private developments, CCDOTH, LCDOT, and IDOT roadway improvements, and streambank stabilization projects identified by the Buffalo Creek Watershed Group(s).

Task 9 – Funding of Capital Projects: As projects are developed, we will outline available funding opportunities for the identified conceptual plans. These opportunities could include

State, FEMA, LCSMC, MWRDGC, LCDOT, CCDOTH, IDOT, for both local and regional projects. We will provide support on grant funding applications. It should be noted that some grant applications are extremely lengthy (i.e. FEMA grants) and may require a separate scope of services.

Task 10 – Review of Concept Plans for Potential Developments: During the course of the project, it is anticipated that various developments will be proposed within the Village of Buffalo Grove. We will review the concept plans to determine their compatibility with the watershed study, the impact that each will have on the watershed, and potential modifications to the development plans that could be incorporated into the watershed improvement alternatives.

Task 11 – Summary Report: We will summarize the Buffalo Creek Watershed Stormwater Plan in a written report. The report will include the following:

- plan purpose,
- past flooding events within the Villages and floodplain maps,
- comprehensive summary of updated floodplain mapping and all flooding reports from residents and Village staff,
- existing drainage problem areas and evaluation standards,
- summary of drainage projects, including a list of potential project partners, summary of benefits, costs and prioritization matrix,
- identify any available sources for grant and/or matching funding to design and construct the proposed prioritized projects,
- coordination with all applicable outside agencies (FEMA, IDNR-OWR, USACOE, LCSMC, MWRDGC, etc.) to determine all required permits and approvals for the identified prioritized projects,
- determination of public outreach activities that could be undertaken to increase awareness and prevention of flooding and flood damages,

Task 12 – Presentation to Village Staff: Upon completion of Tasks 1-11, CBBEL will present the Draft Stormwater Study to the Village staff. This will include two separate meetings, and it is assumed that the Village of Wheeling will be present at both meetings. The second meeting will incorporate comments from the first meeting and the preliminary designs, cost estimates, and PowerPoint will be updated accordingly prior to presenting to the stakeholders and general public.

FEE ESTIMATE

Please refer to attached spreadsheet for fee estimate.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct

costs for blueprints, photocopying, mailing, mileage, overnight delivery, permit fees, data collection fees, messenger services and report compilation are included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Thomas T. Burke, Jr, PhD, PE
Executive Vice President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR VILLAGE OF BUFFALO GROVE:

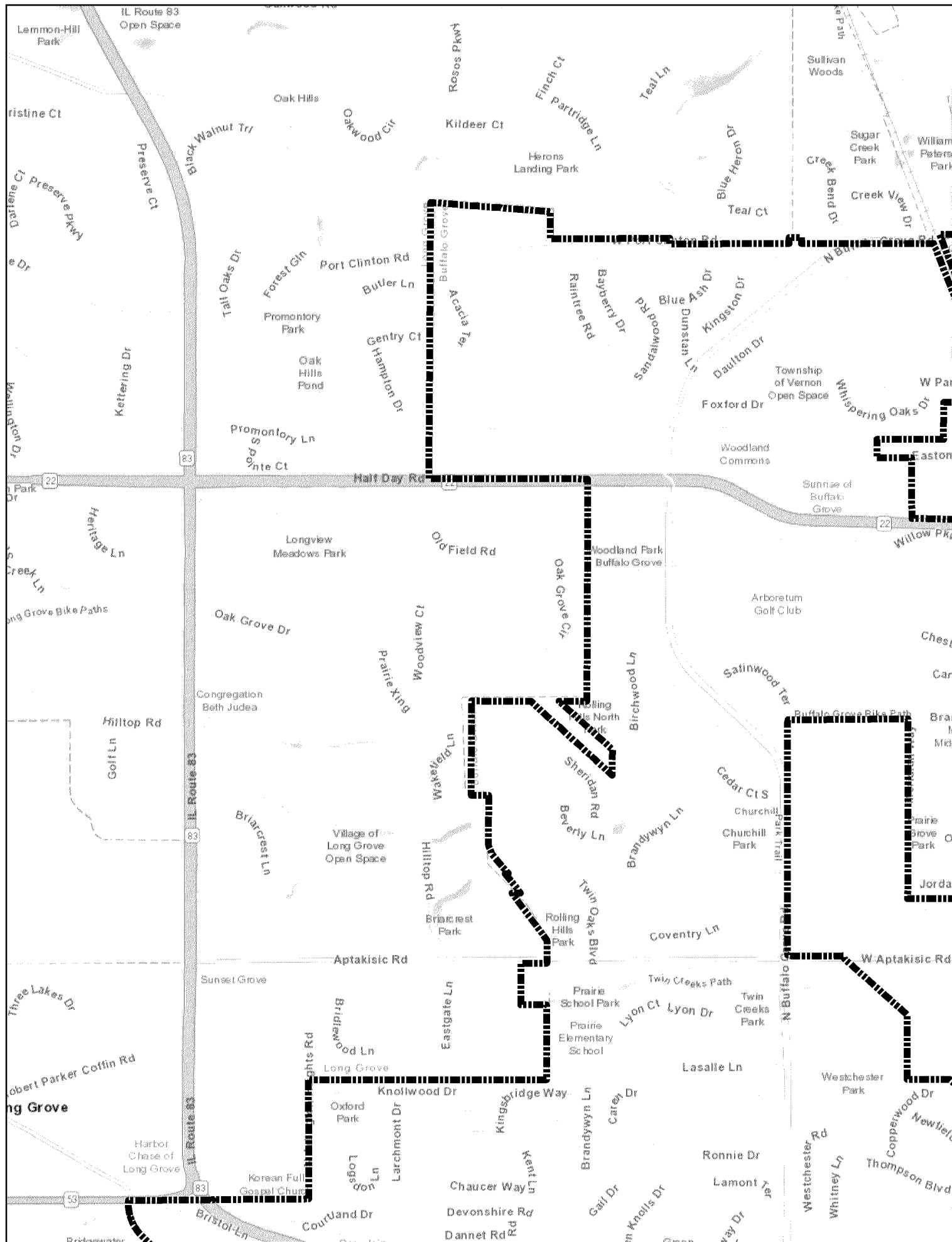
BY: XXXXXXXXXXXXXXXXXXXXX
TITLE: XXXXXXXXXXXXXXXXXXXXX
DATE: XXXXXXXXXXXXXXXXXXXXX

DTO/JMG
N:\PROPOSALS\ADMIN\2022\Buffalo Grove Stormwater Study\Buffalo Grove Stormwater Study 120922_rev02132023.docx

FEE ESTIMATE

Village of Buffalo Grove
Buffalo Creek Stormwater Management Plan
 Detailed Cost Breakdown
 Friday, December 9, 2022
 Revised June 13, 2023

TASK	Engineer VI	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II	
Task 1 - Kickoff Meetings	14	20		10					
Task 2 - Data Collection	4	12		16					
Task 3 - Field Reconnaissance	6	12		12					
Task 4 - Topographic Survey					6	12	18	24	
Task 5 - Existing Conditions Hydrologic and Hydraulic Modeling	16	48	24	240					
Task 6 - Proposed Conditions Hydrologic and Hydraulic Modeling	24	64	48	320					
Task 7 - Concept Plan Development	18	30	60	72					
Task 8 - Stakeholder Meetings and Coordination with Outside Agencies	16	24		20					
Task 9 - Funding of Capital Projects	2	4	12	4					
Task 10 - Review of Concept Plans for Potential Developments	8	24	24	16					
Task 11 - Summary Report	6	30	12	45					
Task 12 - Presentation to Village Staff	8	8		8					
Total Hours per Classification	122	276	180	763	6	12	18	24	
Hourly Rate	\$260.00	\$175.00	\$155.00	\$125.00	\$230.00	\$210.00	\$185.00	\$150.00	
Total Cost Per Job Category	\$31,720	\$48,300	\$27,900	\$95,375	\$1,380	\$2,520	\$3,330	\$3,600	





Ordinance No. O-2023-76 : Ordinance Authorizing Execution of an Agreement with Red Center for Installation of Communications Equipment at Fire Station 27

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Board authorize the Village Manager to execute an intergovernmental agreement with the RED Center allowing for the installation of radio equipment at Fire Station 27.

ATTACHMENTS:

- Board Memo - RED Center IGA (DOCX)
- Red Center BG IGA (DOCX)
- Ordinance Red Center IGA (DOCX)

Trustee Liaison

Cesario

Staff Contact

Brett Robinson, Finance

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 14, 2023

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief/EMA Director

SUBJECT: Regional Emergency Dispatch Center IGA – Ordinance

BACKGROUND

The Regional Emergency Dispatch (RED) Center is an Illinois governmental unit, deriving its authorities from statute (5 ILCS 220/1) Intergovernmental Cooperation Act. RED Center is an organization that provides an integrated, multi-jurisdictional dispatch center to determine the closest fire department resource response, regardless of jurisdictional boundaries through a coordinated central office.

RED Center provides dispatch and communications for Lincolnshire and Long Grove Fire Protection Districts (along with 13 other fire departments in the area), which are the two fire departments that the Buffalo Grove Fire Department has automatic aid agreements to provide and receive emergency fire/EMS/technical rescue services. Northwest Central Dispatch has reprogrammed all of the Buffalo Grove Fire Department radios due to a change in RED Center's transmission codes to maintain communications with the 15 RED Center fire departments.

RED Center is requesting an Inter-Governmental Agreement to place a radio antenna and its related infrastructure on the antenna tower and in Fire Station 27, located at 100 West Half Day Road. RED Center's antenna at Fire Station 27 will increase radio coverage on a number of frequencies, which will result in the reliability of radio communication capabilities for the Buffalo Grove Fire Department

RECOMMENDATION

Staff recommends that the Village Board approve the RED Center Inter-Governmental Agreement ordinance as detailed in the Background section of this memorandum.

ATTACHMENTS

RED Center Inter-Governmental Agreement
RED Center Inter-Governmental Agreement Ordinance

Attachment: Board Memo - RED Center IGA (O-2023-76 : IGA Red Center)

INTERGOVERNMENTAL AGREEMENT FOR INSTALLATION AND OPERATION OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023 by and between the Regional Emergency Dispatch Center (“**RED Center**”), an Illinois governmental unit, Village of Buffalo Grove an Illinois municipal corporation (“**Village**”). Collectively, RED Center and the Village are herein referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village operates and maintains a communications tower located at 100 W.Half Day Road, Buffalo Grove, IL 60089 at Fire Station 27\within the Village and space for placement of communications equipment for purposes including the installation and operation of public safety communications equipment and related improvements (“**Communications Tower Site**”); and

WHEREAS, RED Center is conducting upgrades to its emergency communications systems, and desires to co-locate certain communications equipment and related improvements on the Communication Tower Site as described in this Agreement to optimize the operation and reach of RED Center’s communication systems (“**RED Center Equipment**”); and

WHEREAS, the Village is willing to grant RED Center a license to use those portions of the Communication Tower Site designated in this Agreement to allow RED Center to install, operate, maintain, and remove RED Center Equipment pursuant to the terms of this Agreement; and

WHEREAS, the Parties desire to foster mutual aid and further the economic and efficient utilization of public funds expended for public safety purposes and, therefore, to provide RED Center with the ability to install, operate, maintain, and remove the RED Center Equipment on the Communications Tower Site pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the following covenants, the adequacy and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

I. USE OF THE COMMUNICATIONS TOWER SITE AND LICENSED PROPERTY

A. LICENSE TO RED Center; TERM OF AGREEMENT.

1. License. The Village hereby grants a license to RED Center ("**License**"), and RED Center hereby licenses from the Village, those portions of the Communications Tower Site as described in Exhibit A of this Agreement, ("**Licensed Property**"), for the purpose of installing, operating, maintaining, and removing RED Center Equipment. The provisions of the License granted by the Village pursuant to this Agreement apply to and are binding upon the parties hereto, and their respective heirs, successors, executors, administrators, and assigns (the latter, only if permitted). The Village warrants that: (A) the Village owns the Licensed Property in fee simple and has rights of access thereto; (B) the Village has full right to make this License; and (C) RED Center (if not in default) shall have quiet and peaceful possession of the Licensed Property during the Term.

2. Term. The parties agree that the term of this Agreement shall be 5 years ("**Initial Term**"), and the Agreement may be renewed upon mutual agreement by both parties for additional 5 year periods unless terminated by either party with 180 days written notice prior to the end of the initial five-year term or any renewal term. ("**Renewal Term**") (the Initial Term and Renewal Term are, collectively, "**Term**").

B. USE OF COMMUNICATIONS TOWER SITE AND LICENSED PROPERTY. RED Center is authorized to use the Licensed Property only for the installation, operation, maintenance, and removal of RED Center Equipment on the Communications Tower and equipment room as described and depicted in Exhibit B to this Agreement,, including, without limitation, installation, mounting, anchoring, operation and maintenance of public safety and emergency responder radio equipment, telephone, network and electrical lines, cables, and radio antenna along with other associated electronic equipment, mounting structures and improvement. The Village shall be permitted to continue to use the Communications Tower and Licensed Property in any manner that does not directly interfere with RED Center Equipment and the exercise of the RED Center's rights pursuant to this Agreement.

C. NO CHARGE. The License provided to RED Center shall be provided at no rent or other charge to RED Center, provided that RED Center is solely responsible for the payment of its own costs as set forth in Section I.D of this Agreement.

D. RED CENTER RESPONSIBILITY FOR COSTS. RED Center shall be solely responsible for paying, and the Village shall have no responsibility to pay, any and all costs incurred by RED Center concerning the installation, operation, maintenance, and removal of the RED Center Equipment during the Term of this Agreement. All installation, anchoring, mounting and maintenance shall be at RED Center's expense using RED Center's contractors, which contractors shall be subject to the Village's reasonable approval.

E. CARE AND CONDITION OF COMMUNICATIONS TOWER AND PROPERTY.

1. RED Center shall return the Licensed Property to the Village at the end of the Term in the same condition as when it was leased, ordinary wear and tear excepted. RED Center agrees to repair or pay for any damage other than ordinary wear and tear to the Property caused by RED Center, including all damage caused by RED Center's personnel, agents, contractors or volunteers. RED Center shall pay for all such damage to the Property within 30 days upon receiving notice from the Village. RED Center may not make any unreasonable improvements, modifications or repairs to the Licensed Property without the prior written approval of the Village.

Notwithstanding anything to the contrary contained herein, RED Center may install the RED Center Equipment and related improvements described in Exhibit B to this Agreement.

2. Other than as set forth in Section I.D.1 of this Agreement, the Village shall be responsible for and make all repairs and maintenance to the Licensed Property and Communications Tower to keep the Licensed Property and Communications Tower in the same condition as it is as of the date this Agreement is executed.

3. RED Center agrees not to interfere with the Village's or any other user's or licensee's radio equipment installed and in use at the time of execution of this Agreement. Upon notice of any such interference, RED Center shall take immediate and all necessary steps in the sole discretion of the Village to eliminate the interference including the cessation of radio transmissions at the Communications Tower Site and if necessary removal of any equipment

4. The Village agrees not to allow equipment to be installed on or around the Communication Tower site after the effective date of this Agreement that interferes with the RED Center's transmission or reception of signal or the operation of RED Center Equipment. In the event that the Village's equipment or use of the Communications Tower does cause such interference, the Village shall take all reasonable steps to correct and eliminate the interference. This shall also apply to other users and/or licensees operating radio or other equipment at the Village's Communications Tower Site that install equipment after the effective date of this Agreement.(is this agreeable?)

5. The Village grants to RED Center and its contractors the right of access, during normal business hours and upon not less than forty-eight (48) hours' notice, to and from the Licensed Property to the Village, unless a shorter notice period is agreed by the Village and RED Center; provided, however, that in the case of an emergency, RED Center shall provide such notice to the Village as is practicable under the circumstances. RED Center shall not interfere with Village operations or block any drives or any access points to the Licensed Property in performing the work allowed by this Agreement.

II. INDEMNIFICATION AND WAIVER OF CLAIMS AGAINST THE VILLAGE.

A. INDEMNIFICATION BY RED CENTER. With respect to RED Center's use of the Communications Tower and the Licensed Property as provided in this Agreement, RED Center agrees to indemnify, release and hold the Village harmless from any and all liability, causes of action, suits, damages or demands of whatsoever nature arising out of the conduct of RED Center or RED Center's personnel, agents and/or employees while they are using the Communications Tower Site and the Licensed Property, ordinary wear and tear excepted. RED Center further agrees to reimburse the Village, its officers, agents, employees and servants for any and all attorney's fees and court costs incurred by any of such parties in defending any claim, cause of action, suit or demand for which indemnification has been agreed.

B. WAIVER OF CLAIMS. RED CENTER, USING THE PROPERTY AS PROVIDED FOR UNDER THIS AGREEMENT, HEREBY WAIVES, RELEASES, AND DISCHARGES ITS RIGHTS OF RECOVERY AGAINST THE VILLAGE, BY SUBROGATION OR

OTHERWISE, FOR ANY LOSS AND DAMAGE ARISING OUT OF THE OPERATION OR USE OF THE COMMUNICATIONS TOWER AND THE LICENSED PROPERTY EXCEPTED AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. THIS SECTION II.B SHALL NOT APPLY TO ANY BREACH OF THIS AGREEMENT BY THE VILLAGE.

C. RELEASE OF LIABILITY. RED Center hereby acknowledges and agrees that the Village assumes no responsibility for any loss or damage to any equipment owned or operated by licensee (and any personal property located therein) while utilizing the license granted hereunder and, further, RED Center hereby releases the Village from any and all claims for injury, loss of damage to person or property occurring within the property by virtue of any cause whatsoever, except when caused solely by the Village's gross negligence or willful misconduct.

III. SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned by either Party without the express written consent of the other Party.

IV. SEVERABILITY

The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

V. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties and may only be amended, modified or terminated by a written instrument signed by the Parties except as herein otherwise provided.

VI. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

VII. TERMINATION

Should either party (RED CENTER or the Village) have the ability to terminate this Agreement at any time, provided, however, that either party provide 90 days prior written notice of the request to terminate this agreement. Upon termination of this Agreement, RED Center shall remove its Equipment from the Communications Tower Site following ninety(90-day)notice from the Village to RED Center demanding its removal.

VIII. NOTICES

All notices required pursuant to this Agreement shall be in writing and must be served either personally or by registered mail to such person which any Party hereto designates for notice to it from the other Party hereto.

IX. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

X. AUTHORITY

Each person signing this Agreement personally warrants and represents that he or she has full and complete power and authority to execute this Agreement on behalf of and to bind the entity for which he or she is signing.

XI. AMENDMENT; WAIVER. No revision, amendment or modification of this License shall be valid unless made in writing and signed by the parties. No provision may be waived except in writing signed by the party to be charged with such waiver.

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

IN WITNESS WHEREOF, each party has caused its respective officers to execute this Agreement.

Regional Emergency Dispatch Center

VILLAGE OF Buffalo Grove

By: _____

By: _____
[NAME]

Its: _____

Its: _____

Attachment: Red Center BG IGA (O-2023-76 : IGA Red Center)

EXHIBIT A

**DEPICTIONS AND DESCRIPTIONS OF PORTIONS OF
COMMUNICATIONS TOWER SITE AND VILLAGE PROPERTY LICENSED TO RED CENTER**

Attachment: Red Center BG IGA (O-2023-76 : IGA Red Center)

EXHIBIT B

DEPICTIONS AND DESCRIPTIONS OF RED CENTER EQUIPMENT

Attachment: Red Center BG IGA (O-2023-76 : IGA Red Center)

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH RED CENTER FOR INSTALLATION OF COMMUNICATIONS EQUIPMENT AT FIRE STATION 27

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

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 intergovernmental agreement with the Red Center for the installation of equipment at Fire Station 27, pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ordinance Red Center IGA (O-2023-76 : IGA Red Center)



Ordinance No. O-2023-77 : Authorization for a Change Order to the National Power Rodding Contract

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to expend an additional \$35,914 with National Power Rodding Corp. for additional sewer lining services for a total amount not to exceed \$239,135.63 . Pending final review and approval by the Village Attorney.

ATTACHMENTS:

- NPR Change Order Memo (DOCX)
- ORD_2023 Sewer Lining Project Award ADD (DOCX)
- NPR Change Order Determination (DOCX)
- Change Order - Signed NPRpdf (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 14, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director/Village Engineer
SUBJECT: 2023 Sewer Lining Project Change Order

Staff Recommendation

Staff recommends approval of a change order which increases the contract with National Power Rodding Corp. by \$35,914.00, with a total contract amount not to exceed \$239,135.63. All project costs, including this change order, are covered by Sewer Capital Improvement Funds.

Overview

Additional sewer lining was identified at the new Public Works Facility as part of the project. Prices for the work were included in the bid of the facility, however they were found to be significantly higher than those in conjunction with our locally let project. These increases in costs are largely due to the size of the crew needed for a small project are the same as a large project, requiring the small line item in the facility to absorb that overhead in of mobilization. Adding it to the current sewer lining project only required a \$2,500 charge for the pre-televising crew to come back to the site for inspection, keeping the remainder of the work at unit prices that are already within the lining contract.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH NATIONAL POWER RODDING CORP.

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

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

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

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

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

SECTION 2. The Village Manager is authorized to expend an additional \$35,914.00 with National Power Rodding Corp. for a total amount not to exceed \$239,135.63, subject to the review and approval of the Village Attorney.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

VILLAGE OF
BUFFALO GROVE



DATE: June 8th, 2023
TO: Clerk's File
FROM: Dane Bragg, Village Manager
SUBJECT: 2023 Sewer Lining Project

I, Dane Bragg, Village Manager of the Village of Buffalo Grove, pursuant to being authorized as a designee by the Village Board of the Village of Buffalo Grove and after reviewing the facts presented to me by staff, as shown on Change Order #1, do hereby determine that the change due to an additional sewer lining need is in the best interests of the Village.

Village of Buffalo Grove Change Order

Project Name 2023 Sewer Lining Project Change Order Number #1

Project Number 2023-06 Date June 19th, 2023

The Contract is altered as follows:

An additional 380 ft of 15" pipe will be added to the contract scope, being completed at the same time as the other work.

The original Contract Amount was \$ 203,221.63

Amount altered by previous Change Order \$ 0.00

The Contract Amount prior to this Change Order \$ 203,221.63

The Contract Amount will be increased
by this Change Order in the amount of \$ 35,914.00

The new Contract Amount including this Change Order \$ 239,135.63

Original Contract Completion Date August 31st, 2023

Days altered by previous Change Order 0 Calendar Days

The Contract Time/Completion Date will be
(increased, decreased) by 0 Calendar Days

The new Contract Completion Date N/A

Accepted by:

National Power Rodding Corp
Contractor

Rexl Reprecht
Printed Name

[Signature]
Signature

Wce President
Title

The Village of Buffalo Grove

Dane Bragg
Printed Name

[Signature]
Signature

Village Manager
Title



Ordinance No. O-2023-78 : I.M.P. Soil and Construction Material Testing

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Soil and Material Consultants material testing contract for all Village funded Capital Improvement construction for 2023 through 2027.

ATTACHMENTS:

- SMC Memo (DOCX)
- SMC Ordinance (DOCX)
- SMC Professional Service Contract 2023 (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 19, 2023

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: June 14, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director/Village Engineer
SUBJECT: Soil and Material Consultant Infrastructure Modernization Program Materials Testing Agreement

Recommendation

Staff recommends approval of the attached Soil and Material Consultant contract. Based upon the scope of work the total value of this contract is \$141,086.50.

Background Information

Soil and Material Consultants, Inc. (SMC) has submitted a Professional Services Contract for soil and construction material testing to be performed from 2023 to 2027. Staff will then bid the construction projects within the proposal with the Board's approval during that same period. Some projects do include MFT dollars requiring specialized testing to be State approved. The testing includes items such as concrete strength testing, asphalt pavement density testing and soil bearing pressure capacity.

By contracting with one company for all the projects the Village is saving the contract administration charges for separate contracts. In addition, contracting directly with SMC in lieu of through our construction management consultant, the Village saves on the 5-10% upcharge they would place on the services for contract management.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING A MATERIALS TESTING AGREEMENT WITH SOIL AND MATERIALS CONSULTANTS, INC. (SMC)

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 Materials Testing Agreement with Soil and Material Consultants, Inc. for materials testing of construction projects from 2023 to 2027,

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 Materials Testing Agreement with Soil and Material Consultants, Inc. for materials testing of construction projects from 2023 to 2027 at a price not to exceed \$141,086.50.

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 shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: SMC Ordinance (O-2023-78 : I.M.P. Soil and Construction Material Testing)

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
MATERIALS TESTING SERVICES**

THIS AGREEMENT is dated as of the 19th day of June 2023 ("**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 material testing services and to perform the work in connection with the project identified below:

Soil and Material Consultants, Inc. (SMC)
8 W. College Dr., Suite C, Arlington Heights, IL 60004
Attn: Thomas Johnson, President
Phone: 847-870-0544
Email: tjohnson@soilandmaterialconsultants.com

B. Project Description. The Firm shall provide Material Testing 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 less.

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village 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 defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Firm shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. 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 and defend 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 and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express 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.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

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:

Soil and Material Consultants, Inc. (SMC)
 8 W. College Dr., Suite C, Arlington Heights, IL 60004
 Attn: Thomas Johnson, President
 Phone: 847-870-0544
 Email: tjohnson@soilandmaterialconsultants.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. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

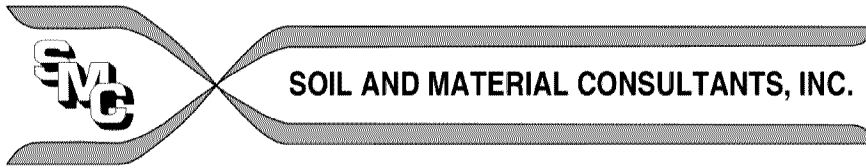
By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Attach RFQu Response documents



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

May 12, 2023
 Proposal No. 20,965

Mr. Kyle E. Johnson, P.E., CFM
 Village of Buffalo Grove
 51 Raupp Blvd.
 Buffalo Grove, IL 60089

Re: Construction Material Testing, Pavement Investigation
 & CCDD Soil Assessment FY 2024 - 2027
 Buffalo Grove, Illinois

Dear Mr. Johnson:

Submitted for your consideration is our proposal to provide the requested construction material testing, pavement investigations, and CCDD Soil Assessments on various Village of Buffalo Grove projects scheduled in years 2024 to 2027.

Field / Plant Inspections

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

Pavement Investigation

We propose the layout of 107 cores at the requested locations. At each location, the existing pavement materials will be cored to determine material types and thicknesses. The location will be patched with cold-patch asphalt.

Boring Investigation

We also propose the layout of 18 borings at the requested locations and in areas accessible to our truck mounted drilling equipment. We will take reasonable precautions to minimize surface and subsurface damage due to our operations. We cannot be responsible for the cost of site restoration resulting from accessing and performing the investigation.

We will contact JULIE for location of public utilities. The location of private services or other below grade improvements is the responsibility of the property owner.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet to depths of 7.5 feet. Soil samples will be returned to our laboratory for testing including determination of moisture content. Cohesive soils obtained by split barrel sampling will be further tested to determine dry unit weight and unconfined compressive strength.

Proposal No. 20,965
Re: 2024 - 2027 Buffalo Grove Improvements
Buffalo Grove, Illinois

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Scope of the CCDD Soil Assessment

The environmental testing will be conducted by True North Consultants, Inc. and will include a Historical and Regulatory Review along with soil sampling and analysis. The field investigation will include having an environmental engineer in the field during Soil and Material Consultants, Inc. geotechnical drilling for testing and sampling of soils. True North will perform PID screening within the proposed soil borings. Laboratory analysis costs reflect a standard turn-around time of 7 to 10 days. The analysis can be expedited for a surcharge. Some facilities may require additional testing beyond which is proposed. Upon receipt of analytical results, True North will issue a LPC #662 or LPC#663 for the soils if they do not exceed the Maximum Allowable Concentrations (MACs) published in 35 IAC Part 1100.

If any of the RCRA metal results exceed the MAC table values, then a SPLP will be run to determine if the value meets uncontaminated requirements (excluding arsenic). If the soil analytical results do not support this, then the soils will require landfill waste analysis for landfill disposal. Waste soil characterization and delineating non-CCDD soils are not included in this proposal.

Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report prepared. The report will present our findings, evaluate the findings and present appropriate recommendations.

Charges

Attached are Schedule of Fees for the requested services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information we estimate a charge of \$141,086.00 for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Should additional services be requested which are not included within the scope of this proposal, they will be provided at our established unit prices

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office.

Attachment: SMC Professional Service Contract 2023 (O-2023-78 : I.M.P. Soil and Construction Material Testing)

Proposal No. 20,965
Re: 2024 - 2027 Buffalo Grove Improvements
Buffalo Grove, Illinois

Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Thomas P. Johnson, P.E.
President

TPJ:dd

Proposal Accepted By:

Client _____
Street _____
Town _____ State _____ Zip Code _____
Phone (____) _____ E-Mail Address _____
Signature _____ Position _____
Printed Name _____ Date _____

Attachment: SMC Professional Service Contract 2023 (O-2023-78 : I.M.P. Soil and Construction Material Testing)

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices

White Pine Water & Street Improvements (2024)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Concrete Technician (2 trips @ 8 hours) - includes temperature, slump, air and cylinders	16 hours	\$ 91.00 /hour	\$1,456.00
		\$ 364.00 /day min.	

Cylinder Pick-up	2 hours	\$ 91.00 /hour	\$182.00
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Laboratory Testing:

Cylinder Compressive Strength	36 each	\$ 17.00 each	\$612.00
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Aggregate and Soil Field:

Technician (2 trips @ 8 hours)	16 hours	\$ 101.00 /hour	\$1,616.00
		\$ 404.00 /day min.	

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	4 hours	\$ 145.00 /hour	\$580.00
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Estimated Cost:	<u>\$5,174.00</u>
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MacArthur Area Water & Street Improvements (2024)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Concrete Technician (3 trips @ 4 hours) - includes temperature, slump, air and cylinders	12 hours	\$ 91.00 /hour	\$1,092.00
		\$ 364.00 /day min.	

Cylinder Pick-up	3 hours	\$ 91.00 /hour	\$273.00
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Laboratory Testing:

Cylinder Compressive Strength	18 each	\$ 17.00 each	\$306.00
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Aggregate and Soil Field:

Technician (2 trips @ 8 hours)	16 hours	\$ 101.00 /hour	\$1,616.00
		\$ 404.00 /day min.	

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	4 hours	\$ 145.00 /hour	\$580.00
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Estimated Cost:	<u>\$4,595.00</u>
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Bernard Drive Reconstruction - Contract 1 (2024)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Concrete Technician (4 trips @ 8 hours) - includes temperature, slump, air and cylinders	32 hours	\$ 91.00 /hour	\$2,912.00
		\$ 364.00 /day min.	

Cylinder Pick-up	4 hours	\$ 91.00 /hour	\$364.00
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Laboratory Testing:

Cylinder Compressive Strength	48 each	\$ 17.00 each	\$816.00
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Aggregate and Soil Field:

Technician (2 trips @ 8 hours)	16 hours	\$ 101.00 /hour	\$1,616.00
		\$ 404.00 /day min.	

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	5 hours	\$ 145.00 /hour	\$725.00
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Estimated Cost:	<u>\$7,161.00</u>
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2024 Pavement Patching Project (MFT)

Asphalt Plant Testing

Technician	1 days	\$364.00 /day	\$364.00
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Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
Maximum Specific Gravity	1 each	\$100.00 each	\$100.00

Asphalt Field Testing:

Technician with Nuclear Gauge	8 hours	\$91.00 /hour \$364.00 /day	\$728.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 145.00 /hour	\$290.00
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Estimated Cost:	\$1,917.00
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Attachment: SMC Professional Service Contract 2023 (O-2023-78 : I.M.P. Soil and Construction Material Testing)

2024 Sidewalk Improvements Project MFTConcrete Plant Testing:

Technician	1 days	\$ 600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician	8 hours	\$ 91.00 /hour	\$728.00
- includes temperature, slump, air and cylinders		\$ 364.00 /day min.	

Cylinder Pick-up	1 hours	\$ 91.00 /hour	\$91.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Engineering:

Senior Engineer (P.E.)	2 hours	\$ 145.00 /hour	\$290.00
- QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review			

Estimated Cost:	\$1,913.00
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2025 Rolling Hills Street ResurfacingAsphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour \$ 364.00 /day min.	\$728.00
Concrete Technician (2 trips @ 8 hours) - includes temperature, slump, air and cylinders	16 hours	\$ 91.00 /hour \$ 364.00 /day min.	\$1,456.00
Cylinder Pick-up	2 hours	\$ 91.00 /hour	\$182.00

Laboratory Testing:

Cylinder Compressive Strength	24 each	\$ 17.00 each	\$408.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 145.00 /hour	\$290.00
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Estimated Cost:	<u>\$3,064.00</u>
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2025 Northwood Storm & Street ImprovementsAsphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 8 hours)	16 hours	\$ 91.00 /hour	\$1,456.00
		\$ 364.00 /day min.	

Concrete Technician (8 trips @ 8 hours) - includes temperature, slump, air and cylinders	64 hours	\$ 91.00 /hour	\$5,824.00
		\$ 364.00 /day min.	

Cylinder Pick-up	6 hours	\$ 91.00 /hour	\$546.00
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Laboratory Testing:

Cylinder Compressive Strength	96 each	\$ 17.00 each	\$1,632.00
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Aggregate and Soil Field:

Technician (4 trips @ 8 hours)	32 hours	\$ 101.00 /hour	\$3,232.00
		\$ 404.00 /day min.	

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	8 hours	\$ 145.00 /hour	\$1,160.00
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Estimated Cost:	<u>\$13,850.00</u>
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2025 Mill Creek Water & Street Improvements - Contract 1Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour \$ 364.00 /day min.	\$728.00
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Concrete Technician (3 trips @ 8 hours) - includes temperature, slump, air and cylinders	24 hours	\$ 91.00 /hour \$ 364.00 /day min.	\$2,184.00
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Cylinder Pick-up	3 hours	\$ 91.00 /hour	\$273.00
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Laboratory Testing:

Cylinder Compressive Strength	36 each	\$ 17.00 each	\$612.00
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Aggregate and Soil Field:

Technician (2 trips @ 8 hours)	16 hours	\$ 101.00 /hour \$ 404.00 /day min.	\$1,616.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	4 hours	\$ 145.00 /hour	\$580.00
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Estimated Cost:	\$5,993.00
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2025 Pavement Patching Project (MFT)Asphalt Plant Testing

Technician	1 days	\$364.00 /day	\$364.00
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Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
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Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
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Maximum Specific Gravity	1 each	\$100.00 each	\$100.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	8 hours	\$91.00 /hour \$364.00 /day	\$728.00
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Engineering:

Senior Engineer (P.E.)	2 hours	\$ 145.00 /hour	\$290.00
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- QA Project Manager.
includes project administration,
field/laboratory engineering, mix
design review, consultation and
report review

Estimated Cost:	<u>\$1,917.00</u>
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2025 Sidewalk Improvements Project MFTConcrete Plant Testing:

Technician	1 days	\$ 600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician	8 hours	\$ 91.00 /hour	\$728.00
- includes temperature, slump, air and cylinders		\$ 364.00 /day min.	

Cylinder Pick-up	1 hours	\$ 91.00 /hour	\$91.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Engineering:

Senior Engineer (P.E.)	2 hours	\$ 145.00 /hour	\$290.00
- QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review			

Estimated Cost:	<u>\$1,913.00</u>
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2026 Diane Drive Water and Street ImprovementsAsphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (1 trips @ 4 hours)	4 hours	\$ 91.00 /hour	\$364.00
		\$ 364.00 /day min.	

Concrete Technician (1 trips @ 8 hours) - includes temperature, slump, air and cylinders	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Cylinder Pick-up	1 hours	\$ 91.00 /hour	\$91.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$ 145.00 /hour	\$145.00
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Estimated Cost:	<u>\$1,532.00</u>
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2026 Dunham Lane Water & Street ImprovementsAsphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Concrete Technician (1 trip @ 8 hours) - includes temperature, slump, air and cylinders	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Cylinder Pick-up	1 hours	\$ 91.00 /hour	\$91.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Aggregate and Soil Field:

Technician (1 trip @ 4 hours)	4 hours	\$ 101.00 /hour	\$404.00
		\$ 404.00 /day min.	

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 145.00 /hour	\$290.00
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Estimated Cost:	<u>\$2,445.00</u>
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2026 Mill Creek Water & Street Improvements - Contract 2Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Concrete Technician (1 trip @ 8 hours) - includes temperature, slump, air and cylinders	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Cylinder Pick-up	1 hours	\$ 91.00 /hour	\$91.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Aggregate and Soil Field:

Technician (1 trip @ 8 hours)	8 hours	\$ 101.00 /hour	\$808.00
		\$ 404.00 /day min.	

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 145.00 /hour	\$290.00
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Estimated Cost:	<u>\$2,849.00</u>
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2026 Bernard Drive Reconstruction - Contract 2Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Concrete Technician (6 trip @ 8 hours) - includes temperature, slump, air and cylinders	48 hours	\$ 91.00 /hour	\$4,368.00
		\$ 364.00 /day min.	

Cylinder Pick-up	6 hours	\$ 91.00 /hour	\$546.00
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Laboratory Testing:

Cylinder Compressive Strength	72 each	\$ 17.00 each	\$1,224.00
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Aggregate and Soil Field:

Technician (3 trip @ 8 hours)	24 hours	\$ 101.00 /hour	\$2,424.00
		\$ 404.00 /day min.	

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	6 hours	\$ 145.00 /hour	\$870.00
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Estimated Cost:	<u>\$10,160.00</u>
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2026 Pavement Patching Project (MFT)Asphalt Plant Testing

Technician	1 days	\$364.00 /day	\$364.00
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Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
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Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
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Maximum Specific Gravity	1 each	\$100.00 each	\$100.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	8 hours	\$91.00 /hour \$364.00 /day	\$728.00
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Engineering:

Senior Engineer (P.E.)	2 hours	\$ 145.00 /hour	\$290.00
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- QA Project Manager.
includes project administration,
field/laboratory engineering, mix
design review, consultation and
report review

Estimated Cost:	<u>\$1,917.00</u>
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2026 Sidewalk Improvements Project MFTConcrete Plant Testing:

Technician	1 days	\$ 600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician	8 hours	\$ 91.00 /hour	\$728.00
- includes temperature, slump, air and cylinders		\$ 364.00 /day min.	

Cylinder Pick-up	1 hours	\$ 91.00 /hour	\$91.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Engineering:

Senior Engineer (P.E.)	2 hours	\$ 145.00 /hour	\$290.00
- QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review			

Estimated Cost:	<u>\$1,913.00</u>
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2027 Mill Creek Water & Street Improvements - Contract 3Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour \$ 364.00 /day min.	\$728.00
Concrete Technician (2 trip @ 8 hours) - includes temperature, slump, air and cylinders	16 hours	\$ 91.00 /hour \$ 364.00 /day min.	\$1,456.00
Cylinder Pick-up	2 hours	\$ 91.00 /hour	\$182.00

Laboratory Testing:

Cylinder Compressive Strength	24 each	\$ 17.00 each	\$408.00
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Aggregate and Soil Field:

Technician (3 trip @ 8 hours)	24 hours	\$ 101.00 /hour \$ 404.00 /day min.	\$2,424.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	4 hours	\$ 145.00 /hour	\$580.00
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Estimated Cost:	\$5,778.00
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2027 Weidner Road Water & Street ImprovementsAsphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$ 91.00 /hour	\$728.00
(2 trips @ 4 hours)		\$ 364.00 /day min.	

Concrete Technician (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
- includes temperature, slump, air and cylinders		\$ 364.00 /day min.	

Cylinder Pick-up	2 hours	\$ 91.00 /hour	\$182.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Engineering:

Senior Engineer (P.E.)	1 hours	\$ 145.00 /hour	\$145.00
- QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review			

Estimated Cost:	<u>\$1,987.00</u>
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2027 Bernard Drive Reconstruction - Contract 3Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge (2 trips @ 4 hours)	8 hours	\$ 91.00 /hour	\$728.00
		\$ 364.00 /day min.	

Concrete Technician (6 trips @ 8 hours) - includes temperature, slump, air and cylinders	48 hours	\$ 91.00 /hour	\$4,368.00
		\$ 364.00 /day min.	

Cylinder Pick-up	6 hours	\$ 91.00 /hour	\$546.00
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Laboratory Testing:

Cylinder Compressive Strength	72 each	\$ 17.00 each	\$1,224.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	5 hours	\$ 145.00 /hour	\$725.00
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Estimated Cost:	\$7,591.00
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2027 Pavement Patching Project (MFT)Asphalt Plant Testing

Technician	1 days	\$364.00 /day	\$364.00
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Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
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Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
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Maximum Specific Gravity	1 each	\$100.00 each	\$100.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	8 hours	\$91.00 /hour \$364.00 /day	\$728.00
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Engineering:

Senior Engineer (P.E.)	2 hours	\$ 145.00 /hour	\$290.00
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- QA Project Manager.
includes project administration,
field/laboratory engineering, mix
design review, consultation and
report review

Estimated Cost:	<u>\$1,917.00</u>
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2027 Sidewalk Improvements Project MFTConcrete Plant Testing:

Technician	1 days	\$ 600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician	8 hours	\$ 91.00 /hour	\$728.00
- includes temperature, slump, air and cylinders		\$ 364.00 /day min.	

Cylinder Pick-up	2 hours	\$ 91.00 /hour	\$182.00
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Laboratory Testing:

Cylinder Compressive Strength	12 each	\$ 17.00 each	\$204.00
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Engineering:

Senior Engineer (P.E.)	2 hours	\$ 145.00 /hour	\$290.00
- QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review			

Estimated Cost:	<u>\$2,004.00</u>
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PAVEMENT INVESTIGATIONS

White Pine Water & Street Improvements (2024)**Field:**

Boring Layout	1 hr.	\$101.00 /hr.	\$101.00
Utility Location	1 hr.	\$101.00 /hr.	\$101.00
Mobilization	1	Lump Sum	\$700.00
Drilling (3 at 7.5')	22.5 ft.	\$15.00 /ft.	\$337.50
Split Barrel Sampling	9 ea.	\$10.00 ea.	\$90.00
Pavement Coring	18 ea.	\$125.00 ea.	\$2,250.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$160.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	6 hr.	\$ 145.00 /hr.	\$870.00
			\$4,609.50

MacArthur Area Water & Street Improvements (2024)**Field:**

Boring Layout	1 hr.	\$101.00 /hr.	\$101.00
Utility Location	1 hr.	\$101.00 /hr.	\$101.00
Mobilization	1	Lump Sum	\$700.00
Drilling (3 at 7.5')	22.5 ft.	\$15.00 /ft.	\$337.50
Split Barrel Sampling	9 ea.	\$10.00 ea.	\$90.00
Pavement Coring	15 ea.	\$125.00 ea.	\$1,875.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$160.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	6 hr.	\$145.00 /hr.	\$870.00
			\$4,234.50

PAVEMENT INVESTIGATIONS

Rolling Hills Street Resurfacing (2025)Field:

Mobilization	1	Lump Sum	\$500.00
Pavement Coring	22 ea.	\$125.00 ea.	\$2,750.00

Report:

Senior Engineer (P.E.)	5 hr.	\$ 145.00 /hr.	\$725.00
			\$3,975.00

Mill Creek Water & Street Improvements - Contract 1 (2025)Field:

Boring Layout	1 hr.	\$101.00 /hr.	\$101.00
Utility Location	1 hr.	\$101.00 /hr.	\$101.00
Mobilization	1	Lump Sum	\$500.00
Drilling (3 at 7.5')	22.5 ft.	\$15.00 /ft.	\$337.50
Split Barrel Sampling	9 ea.	\$10.00 ea.	\$90.00
Pavement Coring	12 ea.	\$125.00 ea.	\$1,500.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$160.00
Unconfined			
Compressive Strength			

Report:

Senior Engineer (P.E.)	5 hr.	\$145.00 /hr.	\$725.00
			\$3,514.50

PAVEMENT INVESTIGATIONS

Dunham Lane Water & Street Improvements (2026)**Field:**

Boring Layout	1 hr.	\$101.00 /hr.	\$101.00
Utility Location	1 hr.	\$101.00 /hr.	\$101.00
Mobilization	1	Lump Sum	\$500.00
Drilling (1 at 7.5')	7.5 ft.	\$15.00 /ft.	\$337.50
Split Barrel Sampling	3 ea.	\$10.00 ea.	\$30.00
Pavement Coring	4 ea.	\$125.00 ea.	\$500.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$55.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	4 hr.	\$ 145.00 /hr.	\$580.00
			\$2,204.50

Mill Creek Water & Street Improvements - Contract 2 (2026)**Field:**

Boring Layout	1 hr.	\$101.00 /hr.	\$101.00
Utility Location	1 hr.	\$101.00 /hr.	\$101.00
Mobilization	1	Lump Sum	\$500.00
Drilling (2 at 7.5')	15 ft.	\$15.00 /ft.	\$225.00
Split Barrel Sampling	6 ea.	\$10.00 ea.	\$60.00
Pavement Coring	9 ea.	\$125.00 ea.	\$1,125.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$110.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	5 hr.	\$145.00 /hr.	\$725.00
			\$2,947.00

PAVEMENT INVESTIGATIONS

Mill Creek Water & Street Improvements - Contract 3 (2027)**Field:**

Boring Layout	1 hr.	\$101.00 /hr.	\$101.00
Utility Location	1 hr.	\$101.00 /hr.	\$101.00
Mobilization	1	Lump Sum	\$700.00
Drilling (4 at 7.5')	30 ft.	\$15.00 /ft.	\$337.50
Split Barrel Sampling	12 ea.	\$10.00 ea.	\$120.00
Pavement Coring	20 ea.	\$125.00 ea.	\$2,500.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$215.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	6 hr.	\$ 145.00 /hr.	\$870.00
			\$4,944.50

Weidner Road Water & Street Improvements (2027)**Field:**

Boring Layout	1 hr.	\$101.00 /hr.	\$101.00
Utility Location	1 hr.	\$101.00 /hr.	\$101.00
Mobilization	1	Lump Sum	\$500.00
Drilling (2 at 7.5')	15 ft.	\$15.00 /ft.	\$225.00
Split Barrel Sampling	6 ea.	\$10.00 ea.	\$60.00
Pavement Coring	7 ea.	\$125.00 ea.	\$875.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$110.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	5 hr.	\$145.00 /hr.	\$725.00
			\$2,697.00

2024 Buffalo Grove Improvement Schedule of Fees - CCDD Soil Assessment

White Pine Water & Street Improvements

MacArthur Area Water & Street Improvements

Field

Environmental Technician	10 hr.	\$	110.00 /hr.	\$1,100.00
Soil Sampling Equipment	2 day	\$	330.00 /day	\$660.00

CCDD Discrete Soil Analytical:

Discrete pH	9 ea.	\$	20.00 ea.	\$180.00
Discrete VOCs	1 ea.	\$	180.00 ea.	\$180.00
Discrete SVOCs	1 ea.	\$	270.00 ea.	\$270.00
Discrete RCRA Metals	1 ea.	\$	105.00 ea.	\$105.00
TCLP Metal (if needed)	1 ea.	\$	110.00 ea.	\$110.00

Report

PIP Evaluation	1 ea.	\$	600.00 ea.	\$600.00
LPC #663 Cert.	1 ea.	\$	1,250.00 ea.	\$1,250.00

2024 Environmental Total: \$4,455.00

**TCLP testing of the RCRA Metals over the Mac Table limits can be run
at an additional cost of \$110 each

2025 Buffalo Grove Improvement Schedule of Fees - CCDD Soil Assessment

Northwood Storm & Street Improvements

Mill Creek Water & Street Improvements - Contract 1

Field

Environmental Technician	12 hr.	\$ 110.00 /hr.	\$1,320.00
Soil Sampling Equipment	2 day	\$ 330.00 /day	\$660.00
Boring Layout, JULIE & drilling for Northwood Subdivision (15 at 6')	1 ea.	\$ 2,900.00 ea.	\$2,900.00

CCDD Discrete Soil Analytical:

Discrete pH	20 ea.	\$ 20.00 ea.	\$400.00
Discrete VOCs	7 ea.	\$ 180.00 ea.	\$1,260.00
Discrete BETX	1 ea.	\$ 85.00 ea.	\$85.00
Discrete SVOCs	1 ea.	\$ 270.00 ea.	\$270.00
Discrete PNAs	8 ea.	\$ 150.00 ea.	\$1,200.00
Discrete RCRA Metals	9 ea.	\$ 105.00 ea.	\$945.00
TCLP Metal (if needed)	9 ea.	\$ 110.00 ea.	\$990.00

Report

PIP Evaluation	1 ea.	\$ 600.00 ea.	\$600.00
LPC #663 Cert.	1 ea.	\$ 1,200.00 ea.	\$2,145.00

2025 Environmental Total: \$12,775.00

**TCLP testing of the RCRA Metals over the Mac Table limits can be run
at an additional cost of \$110 each

CCDD SOIL ASSESSMENTS

2026 Buffalo Grove Improvement Schedule of Fees - CCDD Soil Assessment

Diane Drive Water & Street Improvements

Dunham Lane Water & Street Improvements

Mill Creek Water & Street Improvements - Contract 2

Field

Environmental Technician	8 hr.	\$	110.00 /hr.	\$880.00
Soil Sampling Equipment	1 day	\$	330.00 /day	\$330.00

CCDD Discrete Soil Analytical:

Discrete pH	7 ea.	\$	20.00 ea.	\$140.00
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Report

PIP Evaluation	1 ea.	\$	600.00 ea.	\$600.00
LPC #662 Cert.	1 ea.	\$	1,000.00 ea.	\$1,000.00

2026 Environmental Total: \$2,950.00

CCDD SOIL ASSESSMENTS**2027 Buffalo Grove Improvement Schedule of Fees - CCDD Soil Assessment**

Mill Creek Water & Street Improvements - Contract 3

Weidner Road Water & Street Improvements

Field

Environmental Technician	10 hr.	\$	110.00 /hr.	\$1,100.00
Soil Sampling Equipment	2 day	\$	330.00 /day	\$660.00

CCDD Discrete Soil Analytical:

Discrete pH	9 ea.	\$	20.00 ea.	\$180.00
Discrete BETX	1 ea.	\$	85.00 ea.	\$85.00
Discrete PNAs	1 ea.	\$	150.00 ea.	\$150.00
Discrete RCRA Metals	1 ea.	\$	105.00 ea.	\$105.00
TCLP Metal (if needed)	1 ea.	\$	110.00 ea.	\$110.00

Report

PIP Evaluation	1 ea.	\$	600.00 ea.	\$600.00
LPC #663 Cert.	1 ea.	\$	1,200.00 ea.	\$1,200.00

2027 Environmental Total: \$4,190.00

**TCLP testing of the RCRA Metals over the Mac Table limits can be run
at an additional cost of \$110 each

Summary of Charges

	Material Testing	Pavement Investigation	CCDD Soil Assessment
2024			
<i>White Pine & Street Improvements</i>	\$5,174.00	\$4,609.50	Included
<i>MacArthur Area Water & Street Improvements</i>	\$4,595.00	\$4,234.50	Included
<i>Bernard Drive Reconstruction - Contract 1</i>	\$7,161.00		
<i>2024 Pavement Patching Project (MFT)</i>	\$1,917.00		
<i>2024 Sidewalk Improvements Project (MFT)</i>	\$1,913.00		
Total:	\$20,760.00	\$8,844.00	\$4,455.00
2025			
<i>Rolling Hills Street Resurfacing</i>	\$3,064.00	\$3,975.00	
<i>Northwood Storm & Street Improvements</i>	\$13,850.00		Included
<i>Mill Creek Water & Street Improvements - Contract 1</i>	\$5,993.00	\$3,514.50	Included
<i>2025 Pavement Patching Project (MFT)</i>	\$1,917.00		
<i>2025 Sidewalk Improvements Project (MFT)</i>	\$1,913.00		
Total:	\$26,737.00	\$7,489.50	\$12,775.00
2026			
<i>Diane Drive Water & Street Improvements</i>	\$1,532.00		Included
<i>Dunham Lane Water & Street Improvements</i>	\$2,445.00	\$2,204.50	Included
<i>Mill Creek Water & Street Improvements - Contract 2</i>	\$2,849.00	\$2,947.00	Included
<i>Bernard Drive Reconstruction - Contract 2</i>	\$10,160.00		
<i>2026 Pavement Patching Project (MFT)</i>	\$1,917.00		
<i>2026 Sidewalk Improvements Project (MFT)</i>	\$1,913.00		
Total:	\$20,816.00	\$5,151.50	\$2,950.00
2027			
<i>Mill Creek Water & Street Improvements - Contract 3</i>	\$5,778.00	\$4,944.50	Included
<i>Weidner Road Water & Street Improvements</i>	\$1,987.00	\$2,697.00	Included
<i>Bernard Drive Reconstruction - Contract 3</i>	\$7,591.00		
<i>2027 Pavement Patching Project (MFT)</i>	\$1,917.00		
<i>2027 Sidewalk Improvements Project (MFT)</i>	\$2,004.00		
Total:	\$19,277.00	\$7,641.50	\$4,190.00
Total for All Projects:	\$87,590.00	\$29,126.50	\$24,370.00
Grand Total :	\$141,086.50		

**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. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form 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.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

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.
- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by 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 and defense 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-2023-79 : Approve an Ordinance for a Special Use
for a Childcare Center at 1401 McHenry Rd.**

Recommendation of Action

Planning & Zoning Commission unanimously recommended approval. Staff concurs with this recommendation.

SUMMARY: Staff recommends that the Village Board adopt an Ordinance granting approval of a Special Use for a Child Care Center at 1401 McHenry Road, Suite 124, subject to the conditions in the attached Ordinance.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft Minutes PZC May 17, 2023 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, June 19, 2023

MEMORANDUM

DATE: June 19, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 1401 McHenry Rd, Suite 124 – Special Use for Child Care Center; Science Town, LLC

PROJECT BACKGROUND

Science Town, LLC is requesting approval of a Special Use for a Child Care Center in the Village's Office and Research (O&R) District at 1401 McHenry Road, Suite 124 (see Figure 1). The Petitioner is proposing to open and operate an after-school tutoring in Math, English, and Science programs for children from 4 to 11 years old. After-school tutoring centers can be considered a hybrid of business and child care center uses. Although businesses are a permitted use in the O&R District, child care centers are a considered a special use, and hence a special use is required.

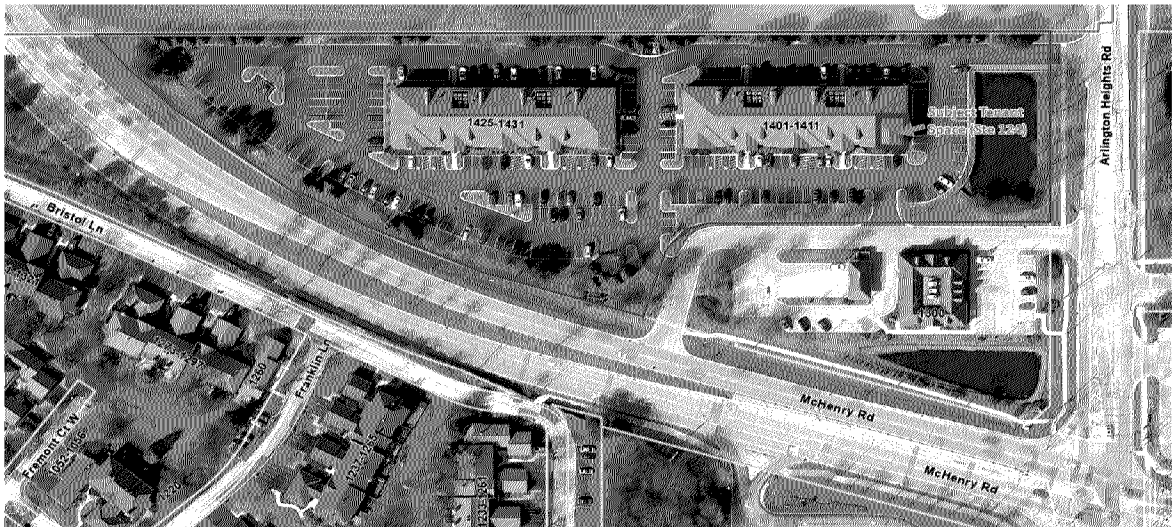


Figure 1: Subject Property (1401 McHenry, Ste 124)

PLANNING & ZONING ANALYSIS

Proposed Use & Operation

- Science Town, LLC will offer after-school tutoring in Math, English, and Science programs for children from 4 to 11 years old (Pre-K to 5th Grade).
- There will be a minimum of 3 staff members onsite and the petitioner estimates that they will have up to 25 kids during each 40-minute session, with 5 kids in each classroom. Each classroom will be assigned one staff member.
- The existing site and use meet code requirements for parking and will have sufficient parking to accommodate the proposed use.

Existing and Surrounding Uses

- The subject property's tenant space is located within Waterford Pointe Professional Centre of Buffalo Grove (as seen in Figure 2), which is a multi-tenant office building at 1401-1431 McHenry Road. The building consists of office condominiums, as each office suite has its own separate ownership. The petitioner's requested use is compatible with the adjacent uses, which include therapy offices and medical offices.

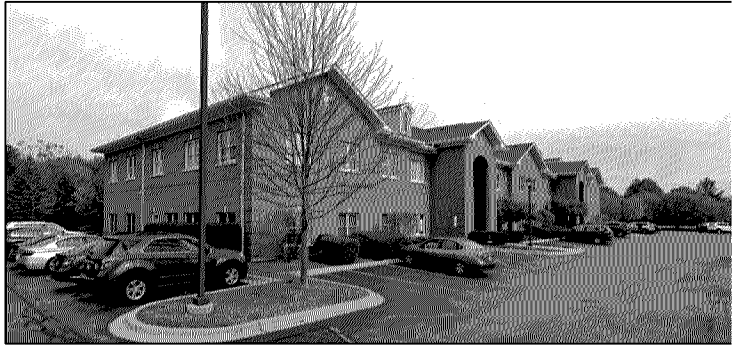


Figure 2: Subject Building (1401 McHenry Rd)

PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Special Use for a Child Care Center at 1401 McHenry Road, Suite 124, subject to the following conditions:

1. The Special Use is granted to Science Town, LLC. to operate a Child Care Center at 1401 McHenry Road, Suite 124, which shall not run with the land.
2. The Special Use granted to the Science Town, LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of a Special Use for a Child Care Center at 1401 McHenry Road, Suite 124, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING A SPECIAL USE
FOR 1401 MCHENRY RD, SUITE 124
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Science Town, LLC
1401 McHenry Rd, Suite 124**

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

WHEREAS, 1401 McHenry Road, Suite 124, Buffalo Grove, IL ("Property") is a 1,641 square foot unit located in a multi-tenant building at 1401-1431 McHenry Road in the O&R: Office and Research District and is hereinafter legally described in Exhibit A; and,

WHEREAS, Sangita Thakkar of Science Town, LLC is the owner of the Property; and,

WHEREAS, Science Town, LLC, ("Petitioner") has filed a petition for a Special Use to allow a Child Care Center in the O&R: Office and Research District;

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on May 17, 2023, concerning the petition for approval of the Special Use; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for a Special Use as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 6 to 0 to unanimously recommend approval of the requested Special Use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use is reasonable and will serve the best interest of the Village.

WHEREAS, the proposed use 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 May 17, 2023, 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 Ordinance 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 Special Use for the Property at 1401 McHenry Road, Suite 124, Buffalo Grove, IL, subject to the following conditions:

1. The Special Use is granted to Science Town, LLC. to operate a Child Care Center at 1401 McHenry Road, Suite 124, which shall not run with the land.
2. The Special Use granted to the Science Town, LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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:

APPROVED:

Village Clerk

Eric N. Smith, Village President

EXHIBIT A**Legal Description**

**Science Town, LLC
1401 McHenry Rd, Suite 124**

UNITS 126 IN THE WATERFORD POINTE PROFESSIONAL CENTER CONDOMINIUMS OF BUFF ALO GROVE AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 IN WATERFORD POINTE PROFESSIONAL CENTER OF BUFF ALO GROVE, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 2003 AS DOCUMENT NO. 5121439, IN LAKE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 5441009, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENT AGE INTEREST IN THE COMMON ELEMENTS.

Street Address: 1401 McHenry Rd, Suite 124

PIN: 15-30-413-043

4

EXHIBIT B

Plan Set

Science Town, LLC
1401 McHenry Rd, Suite 124

Attachment: Ordinance (O-2023-79 : Approve a Special Use for a Tutoring and Childcare Center at 1401 McHenry Rd.)

EXHIBIT C

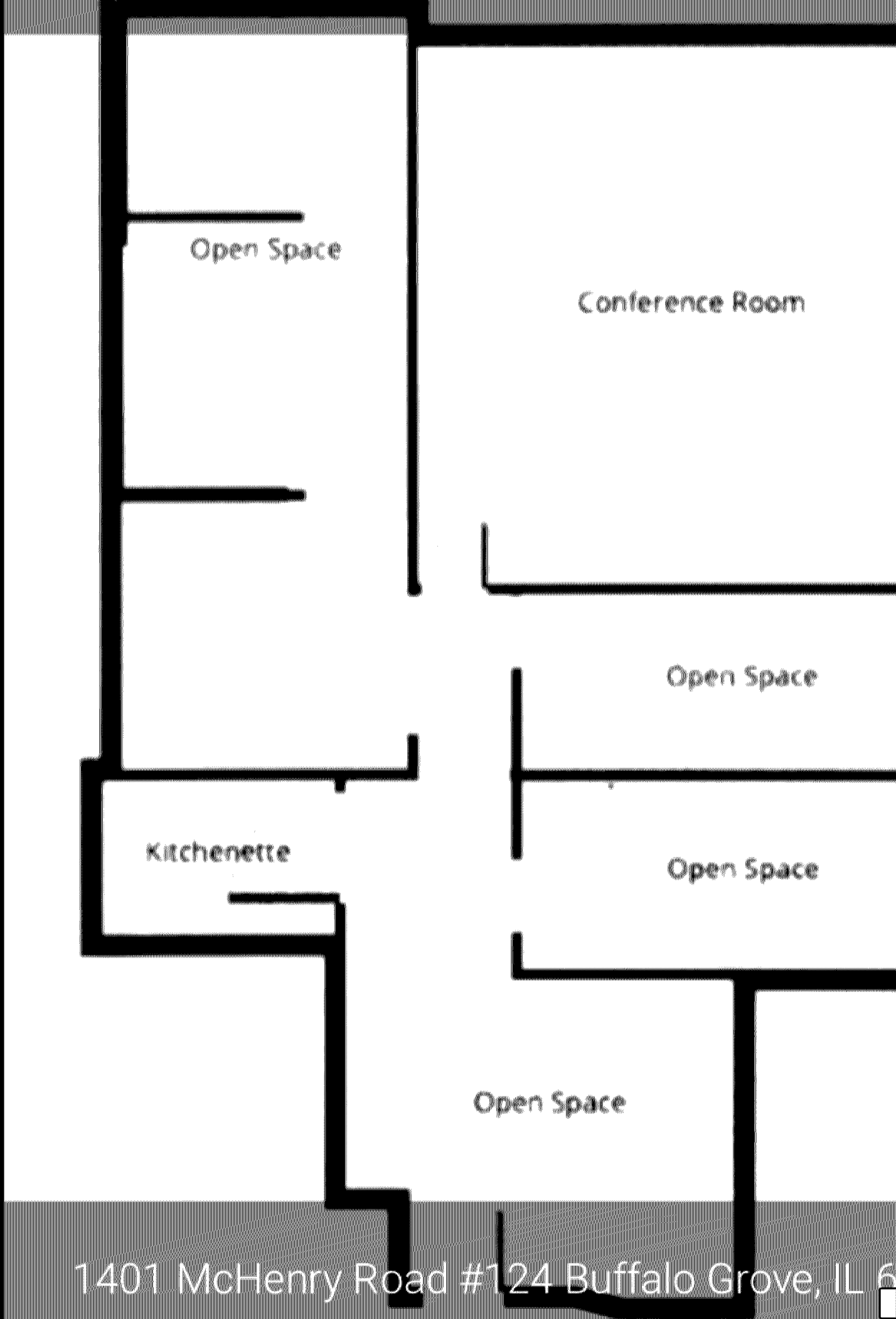
Draft Minutes from the May 17, 2023, Planning & Zoning Commission Meeting
Science Town, LLC
1401 McHenry Rd, Suite 124

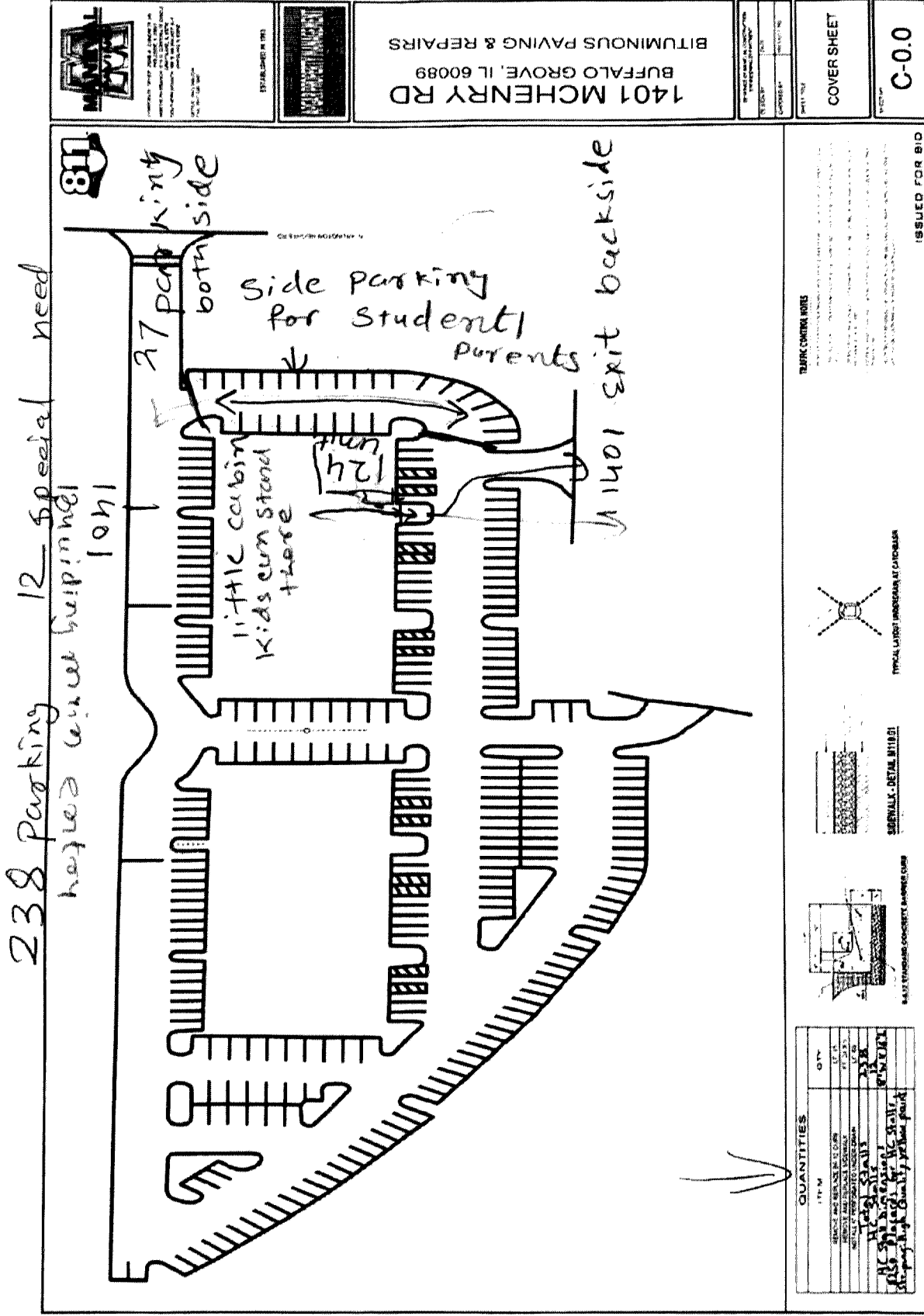
Attachment: Ordinance (O-2023-79 : Approve a Special Use for a Tutoring and Childcare Center at 1401 McHenry Rd.)

Respected sir/madam,

MY name is Sangita Thakkar and I am interested in starting a learning center in Buffalo Grove for youth in the neighboring area. MY address is 1401 Mc henry Rd, suit 124 Buffalo Grove. We are planning to facilitate courses in Math, English and Science programs for age group 4 to 11. (Pre-K to 5th) . The hours are Monday to Friday 4pm to 8pm. Saturday optional. The center can host up to 150 kids total. 25 kids at a time (5 kids per class room with one teacher for 40 min for one class per subject)

The facility is very safe with sprinkler system, two entrances and exits, and set of restrooms right outside. The center is clean, comfortably houses student and their parents, and well equipped to serve and educate youth in the Buffalo Grove area.





All side parking I mention Arrow It is 27 space mostly It is empty

05/17/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MAY 17, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Zill Khan

Public Hearings/Items For Consideration

1. Consideration of a Special Use for a Child Care Center in the Office and Research District (O&R) at 1401 McHenry Road, Suite 124 (Trustee Johnson) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Thakkar was sworn in.

Thakkar provided additional testimony regarding her learning center.

Com. Richards asked staff if we have childcare in OR district.

Binder said he is not aware.

Thakkar further explained the use of the space.

Com. Worlikar asked how the other tenants feel about the use.

Thakkar provided detail on the other tenants that occupy the building.

Com. Worlikar referenced packet page 9.

Thakkar explained the staffing model.

Com. Au asked staff about the designation.

Binder explained the definition of Child Care Center within the Buffalo Grove Municipal Code.

Com. Au asked what other tenants occupy the space.

Binder said mostly medical offices.

Com. Davis asked for clarification on the block times for classrooms.

Thakkar provided additional information on staff, which would be 10 kids per hour with 3 teachers, one per classroom.

The Staff Report was entered at exhibit one

Thakkar closed with her experience in childhood learning.

The public hearing was closed at 7:53 PM.

Com. Richards made a positive recommendation to the Village Board to allow a Special Use for a Child Care Center at 1401 McHenry Road, Suite 124, subject to the following conditions:

 - 1. The Special Use is granted to Science Town, LLC. to operate a Child Care Center at 1401 McHenry Road, Suite 124, which shall not run with the land.*

05/17/2023

2. The Special Use granted to the Science Town, LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:

a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.

b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

Com. Davis second.

Com. Spunt spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Spunt, Khan, Au, Richards, Worlikar, Davis
ABSENT:	Adam Moodhe, Frank Cesario, Mitchell Weinstein

2. Consideration of Variations to Title 14 (Sign Code) Section 14.16 to Allow a Larger Ground Sign Than is Permitted in Residential Districts and to Allow Two Ground Signs Where One is Permitted at 10 Buffalo Grove Road (Trustee Pike) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Boziloff, representative from Signarama, provided additional detail on the sign design and material.

Com Au asked staff where the location of the second sign.

Binder provided clarification on the second sign.

Com. Worlikar asked if there is light to the sign.

Boziloff said there is no illumination to the sign.

The Staff Report was entered as exhibit one and the google picture as exhibit two.

Boziloff expressed how the new sign will look much better than the current sign and enhance the look of the corner.

The public hearing was closed at 8:05 PM.

Com Richards made a positive recommendation Staff recommends approval of the abovementioned Sign Code variations, subject to the conditions in the Suggested PZC Motion due to the following reasons:

1. A similar ground sign was previously installed in a similar location from 2004 until its recent removal for the widening of Lake Cook Road.
2. The property is unique as it is a large campus, with multiple buildings, that has frontage at the intersection of Buffalo Grove Road and Lake Cook Road.
3. St. Mary's is a well-established institution in Buffalo Grove, and the proposed sign improvement will provide appropriate identification of the campus.
4. No sightline issues are created by the sign.

Com. Davis seconded the motion.

05/17/2023

Com. Richards spoke in favor of the motion.

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

3. Consideration of a Variation to Title 14 (Sign Code) Section 14.16 Pertaining to the Maximum Sign Area and the Maximum Height Permitted for a Ground Sign in the B-3 Planned Business Center District and an Amendment to 'The Grove' Shopping Center Uniform Sign Package to Allow Tenant Panels to be Added to the Existing Ground Sign at 'The Grove' Shopping Center at 59-197 McHenry Road (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Siampos was sworn in.

Siampos provided additional detail regarding the process of the sign as well as the reason for the number and size of signs.

Com. Spunt asked about the names on the sign.

Siampos said that the names on the signs are just for presentation.

Com. Worlikar asked about the lighting on the sign.

Siampos said the sign will be light at the Villages light limit.

Com. Au asked about the look of the sign.

Siampos provided clarification on the design of the sign.

Com. Au asked that the google image could be added as an exhibit.

The Staff Report was entered as exhibit one and the google images were entered as exhibit two.

The public hearing closed at 8:21 PM.

Com. Richards made a positive recommendation to approve the following:

1. The following variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code for 'The Grove' Shopping Center at 59-197 McHenry Road:

a. A variation from Section 14.16, to allow a ground sign that would exceed one hundred and twenty (120) square feet;

b. A variation from Section 14.16, to allow a ground sign to exceed fifteen (15) feet in height;

2. An amendment to the 'The Grove' Shopping Center Uniform Sign Package to allow the addition of tenant panel signage on the existing ground sign along McHenry Road.

Subject to the following conditions:

1. The tenant panels shall be installed in accordance with the documents and plans submitted as part of this petition.

2. The property owner shall maintain the landscaping around the base of the sign in perpetuity.

3. The Petitioner shall comply with all applicable Village codes, regulations, and policies

05/17/2023

Com. Davis seconded the motion.

Com. Richards spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Spunt, Khan, Au, Richards, Worlikar, Davis
ABSENT:	Adam Moodhe, Frank Cesario, Mitchell Weinstein

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 3, 2023 7:30 PM

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

Chairman's Report

Committee and Liaison Reports

Staff Report/Future Agenda Schedule

Binder provided detail on the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:31 PM

Ordinances

Kelly Purvis

APPROVED BY ME THIS 17th DAY OF May, 2023



Ordinance No. O-2023-80 : Ordinance Granting a Sign Variation for a Ground Sign at the Grove Shopping Center at 59-197 McHenry Road

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

SUMMARY: The Grove Shopping Center is seeking modernize their existing ground sign by adding multi-tenant copy at 59-197 McHenry Road. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft Minutes PZC May 17, 2023 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, June 19, 2023

MEMORANDUM

DATE: June 19, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 59-197 McHenry Road – The Grove Shopping Center, Sign Variation & Amendment to Uniform Sign Package

PROJECT BACKGROUND

Dref Grove, LLC, the owner of The Grove Shopping Center is requesting two variations and an amendment to The Grove Shopping Center Uniform Sign Package to modernize their existing ground sign by adding multi-tenant copy to the sign at 59-197 McHenry Road, as shown in Figure 1.

The existing ground sign is a legal nonconforming sign, as it was approved and constructed in 1982, prior to the establishment of current Sign Code requirements. Per the Village's Sign Code, when a legal nonconforming sign is altered in any way (in structure or copy), the sign shall either conform to the Village's Sign Code requirements or a variation is required.

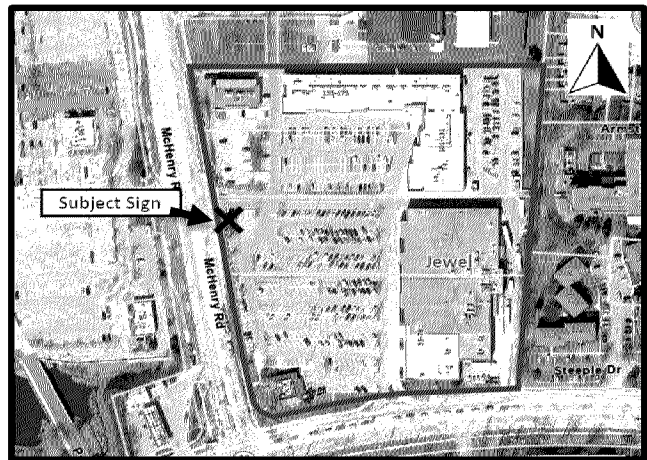


Figure 1: Subject Property

Per the Village's Sign Code, Uniform Sign Packages are required for multi-tenant or multi-building properties to ensure design compatibility of signage with the architectural features of the buildings and within the development. The Uniform Sign Package was established when The Grove Shopping Center was developed in 1982, however, the subject ground sign was not included in the package. An amendment to the Uniform Sign Package is proposed to include regulations for this multi-tenant sign.

PLANNING & ZONING ANALYSIS

- The maximum sign area for a ground sign is 120 square feet per sign face. The proposed sign area is 128.5 square feet per sign face (see Figure 2), which requires a variation from the Sign Code.
- The modifications to the Uniform Sign Package will allow tenant panels to be a maximum height of 7" tall, excluding the existing Jewel-Osco panel. In addition, the modified Uniform Sign Package will limit the number of panels to 5 tenants, as shown in Figure 2.
- Per the Village Code, a ground sign is not permitted to be taller than 15 feet in height. The existing ground sign is approx. 17.74 feet tall (see Figure 2), which requires a variation from the Sign Code.
- The existing sign meets all other sign code regulations.
- The proposed Uniform Sign Package meets with all of the guidelines set forth in Village's Appearance Plan.

PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

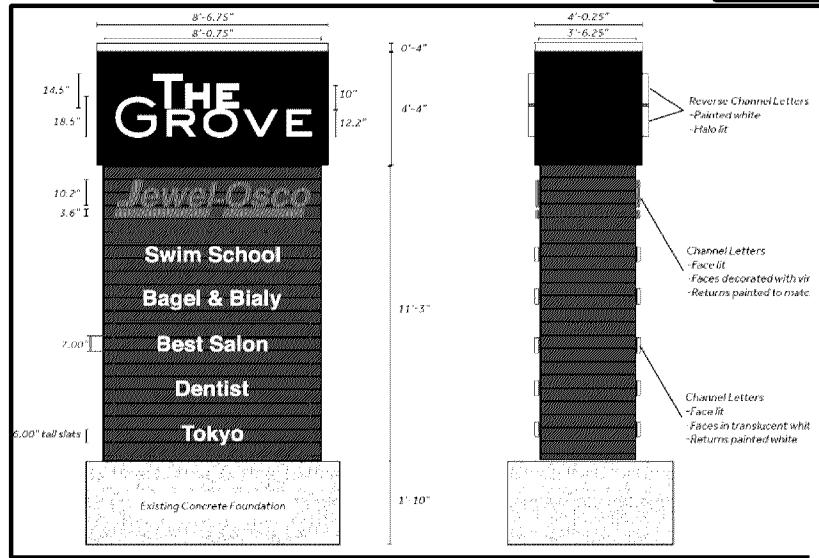
PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Sign Code variations and the amendment to the Uniform Sign Package for 'The Grove' Shopping Center at 59-197 McHenry Road:

1. The tenant panels shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The property owner shall maintain the landscaping around the base of the sign in perpetuity.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of the following: two variations to Title 14 (Sign Code) Section 14.16 to allow a ground sign to exceed maximum height and size standards and granting approval of an amendment to the 'The Grove' Shopping Center Uniform Sign Package to allow the addition of tenant panel signage on the existing ground sign along McHenry Road at 59-197 McHenry Road, subject to the conditions in the attached Ordinance.



ORDINANCE NO. 2023 - ____

**GRANTING VARIATIONS FROM
THE BUFFALO GROVE SIGN CODE
FOR A GROUND SIGN AND AMENDMENT
TO THE UNIFORM SIGN PACKAGE**

**'The Grove' Shopping Center
59-197 McHenry Road**

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

WHEREAS, the real property ("Property") is commonly known as 59-197 McHenry Road, Buffalo Grove, Illinois and is hereinafter legally described in Exhibit A; and

WHEREAS, Dref Grove, LLC, owner of the 'The Grove' Shopping Center ("Petitioner") is seeking variations from Section 14.16 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) and an amendment to 'The Grove' Shopping Center Uniform Sign Package for the purpose of allowing tenant copy to be added to the existing ground sign at 59-197 McHenry Road; and

WHEREAS, the Planning & Zoning Commission held a public hearing on May 17, 2023, concerning the petition for the Sign Variations and the amendment to the Uniform Sign Package; and

WHEREAS, the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for Sign Variations as set forth in the Buffalo Grove Sign Code, and as described in the minutes attached hereto as Exhibit C; and

WHEREAS, the Planning & Zoning Commission voted 6-0 to recommend approval of the Sign Variations and amendment to the 'The Grove' Shopping Center Uniform Sign Package; and

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Sign Variations and amendment to the Uniform Sign Package are in harmony with the general purpose and intent of the Sign Code (Title 14 of the Buffalo Grove Municipal Code); and

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
2. The granting of the requested variances would not be materially detrimental to the property owners in the vicinity; and
3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
4. The granting of the variances will not be contrary to the purpose of this Title pursuant to Section 14.04.020

WHEREAS, the proposed sign shall be constructed 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 May 17, 2023 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, as follows:

Section 1. The preceding WHEREAS clauses are hereby adopted by the Corporate Authorities and made a part hereof.

Section 2. The following variations are hereby granted to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code for 'The Grove' Shopping Center at 59-197 McHenry Road:

- a. A variation from Section 14.16, to allow a ground sign that would exceed one hundred and twenty (120) square feet;
- b. A variation from Section 14.16, to allow a ground sign to exceed fifteen (15) feet in height;

In addition, an amendment is hereby granted to the 'The Grove' Shopping Center Uniform Sign Package to allow the addition of tenant panel signage on the existing ground sign along McHenry Road at 59-197 McHenry Road, subject to the following conditions:

1. The tenant panels shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The property owner shall maintain the landscaping around the base of the sign in perpetuity.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023.

APPROVED: _____, 2023.

ATTEST:

Village Clerk

APPROVED:

Eric N. Smith, Village President

Attachment: Ordinance (O-2023-80 : Approve an Ordinance Granting Sign Variations at 59-197 McHenry Road)

**Exhibit A
Legal Description**

**'The Grove' Shopping Center
59-197 McHenry Road**

PARCEL 1:

LOT 1 IN BUFF ALO GROVE CENTER RESUBDIVISION OF LOT 1 IN BUFF ALO GROVE CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BUFF ALO GROVE CENTER RESUBDIVISION RECORDED DECEMBER 29, 1983, AS DOCUMENT NO. 2258952, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PARKING PURPOSES FOR THE BENEFIT OF PARCEL 1 OVER LOT 2 IN BUFF ALO GROVE CENTER RESUBDIVISION OF LOT 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1983, AS DOCUMENT 2258952, CREATED BY THE EASEMENT AGREEMENT RECORDED APRIL 6, 1983, AS DOCUMENT 2197636, AND AMENDED AND RESTATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED AS DOCUMENT 2269602, AND RE-RECORDED AS DOCUMENT 2270814, IN LAKE COUNTY, ILLINOIS.

Property Address: 59-197 McHenry Road

PIN: 15-33-301-028, 15-33-301-176, 15-33-301-178, 15-33-301-179

Exhibit B
Plan Set

'The Grove' Shopping Center
59-197 McHenry Road

Attachment: Ordinance (O-2023-80 : Approve an Ordinance Granting Sign Variations at 59-197 McHenry Road)

Exhibit C
Draft Minutes from the May 17, 2023, PZC Meeting

'The Grove' Shopping Center
59-197 McHenry Road

Attachment: Ordinance (O-2023-80 : Approve an Ordinance Granting Sign Variations at 59-197 McHenry Road)



MID-AMERICA®

Mid-America Asset Management, Inc.
MidAmericaGrp.com
t: 630.954.7300

One Parkview Plaza, 9th Floor
Oakbrook Terrace, Illinois 60181
f: 630.954.7306

8.I.c

4/26/2023

Planning & Zoning Commission
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
847-459-5592
abinder@vbg.org

RE: The Grove – Pylon sign variance

Dear Planning & Zoning Commission:

I am submitting this application on behalf of Dref Grove, LLC, owner of The Grove Shopping Center, for pylon sign variances. Due to tenant's position in the shopping center and change in market conditions, the added tenant usage of the pylon sign will improve business conditions. The use of one sign is the most efficient use of space for this large property which is necessary for tenants to be displayed.

We are requesting a variation for 1. Height; as the sign is slightly under 16' (Maximum Height 15'), 2. Sign area; as the approximate area is 127sf for one side (maximum sign area 120 sqft), and 3. Setback; as the approximate distance is 18' (Minimum Setback 19'). Above applicable measurements exclude the foundation. These variances are for the existing, recently remodeled, pylon sign on McHenry Road. The approval of these variances would allow more efficient use of the sign and as displayed on the rendering, the planned use is in a clean tasteful manner with the installation of channel letters on a raceway for approved tenants.

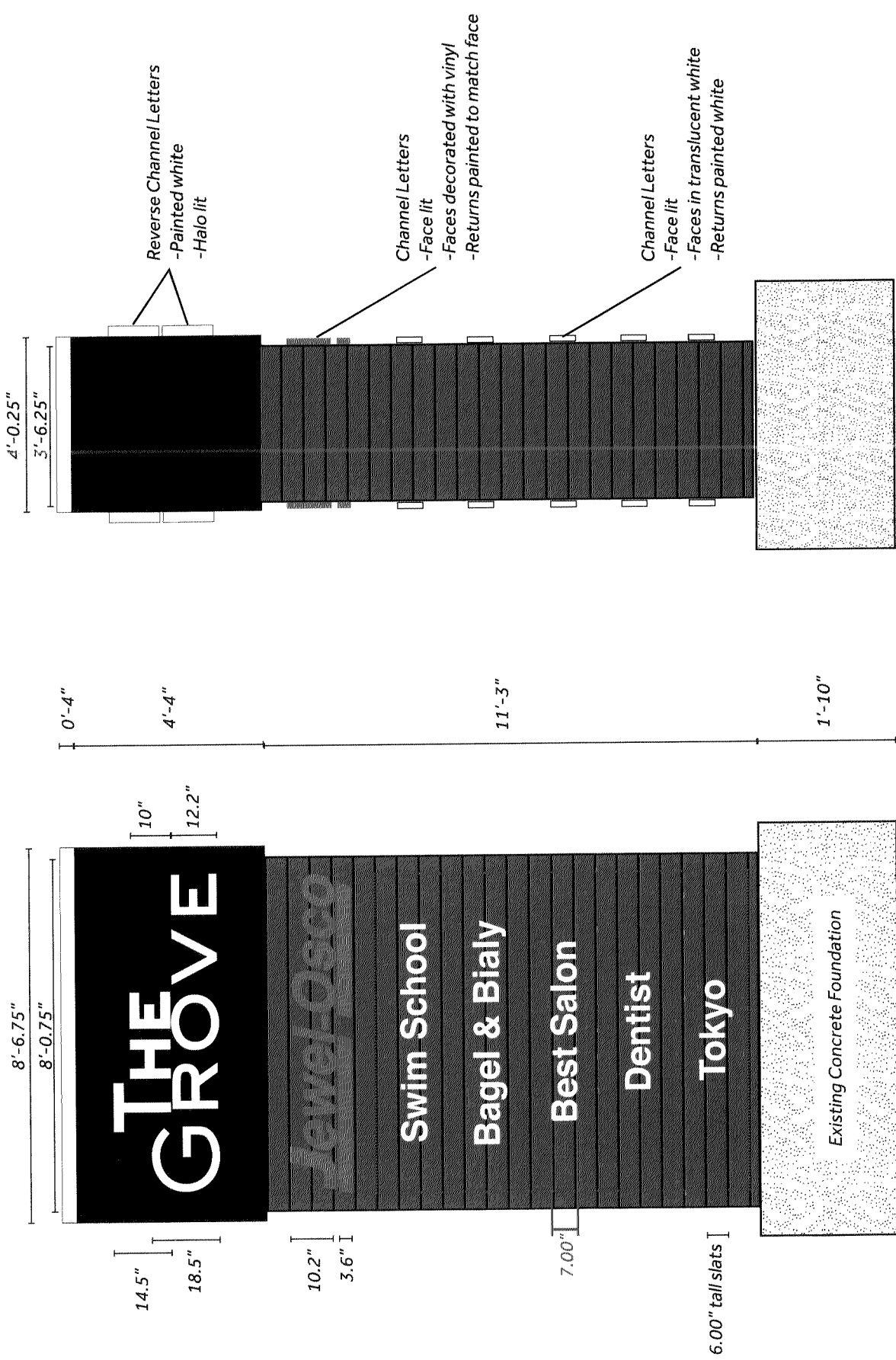
I am available at 630-954-7303 or dsiampos@midamericagr.com should there be any questions.

Sincerely,

MID-AMERICA ASSET MANAGEMENT, INC.
As Agent for Owner of **The Grove**

Dean Siampos
Vice President

Attachment: Exhibit B. Plan Set (O-2023-80 : Approve an Ordinance Granting Sign Variations at 59-197 McHenry Road)



CUSTOM SIGN
312-533-2302
5715 West Armitage Ave. Chicago, IL 60647

Designed Exclusively For
Mid America Group
GC / PM
A

File Name
large monument multi tenant mock up.pdf
File Path
Graphic Drive - All The Grovel

Date
2-1-2023
Revision Date
2-1-2023

Signature states that above proof is accepted and client is authorizing to produce the specified.
Signature
2-1-2023

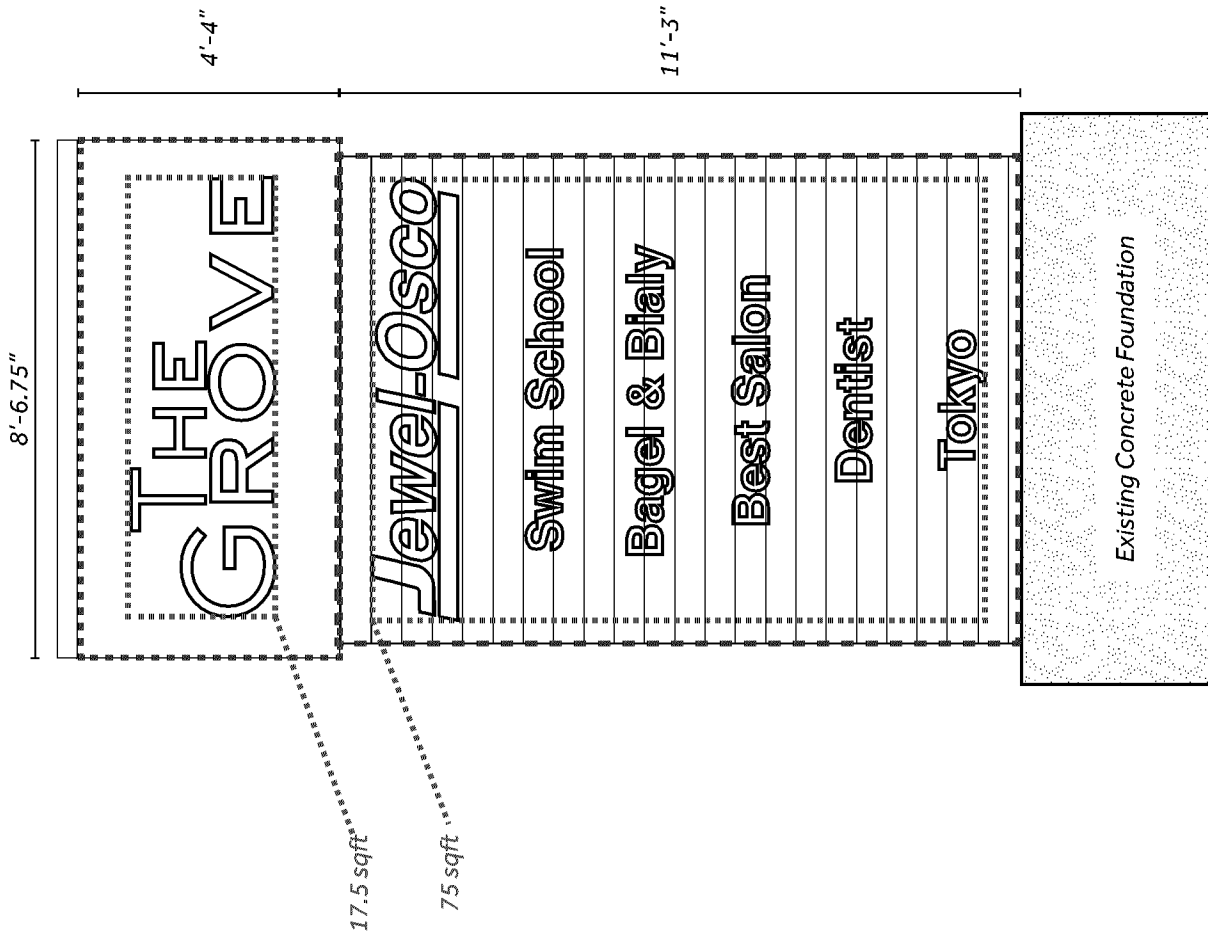
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SIGNAGE

North Elevation = 92.5 sqft
South Elevation = 92.5 sqft
Total = 185 sqft

ENTIRE SIGN

North Elevation = 128.5 sqft
South Elevation = 128.5 sqft
Total = 257 sqft



8.I.c

Attachment: Exhibit B, Plan Set (O-2023-80 : Approve an Ordinance Granting Sign Variations at 59-197



Map data ©2023, Map data ©2023 20 ft

Measure distance
Total distance: 18.09 ft (5.51 m)

Uniform Sign Package

THE GROVE

(8/82)

GRAPHICS AND SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding shopping center, and for the mutual benefit of all tenants. Conformance will be strictly enforced; and any installed non-conforming or unapproved signs must be brought into conformance at the expense of the tenant.

GENERAL REQUIREMENTS

1. Tenant shall submit for landlord's approval before fabrication, plans and specifications indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits and/or approvals by governing authorities for signs and their installation shall be obtained by the tenant or his representative at tenant's expense.
3. Tenant shall be responsible for the fulfillment of all requirements of these criteria.

LOCATION OF SIGNS

Tenant shall install one illuminated sign of individual letters mounted on the sign fascia on the exterior of the covered walkway; and one pedestrian oriented illuminated double faced sign installed below the covered walkway and perpendicular to the storefront as shown on the drawings.

DESIGN REQUIREMENTS

1. All tenant store front identification signs shall be subject to the approval of the landlord and the Appearance Commission of the Village of Buffalo Grove.
2. Wording of signs shall not include the product sold except as part of the tenant's nationally recognized trade name or insignia. Logos will be permitted at the discretion of landlord only if registered trade marks of tenant's business and approved by Buffalo Grove Appearance Commission.
3. The design of all signs, including style and placement of lettering, size, color, materials and method of illumination, shall conform with landlord's sign specification.
4. Tenant signage may be all caps, a combination of upper and lower case letters or script as follows:
 - a. All Caps: 24" maximum
 - b. Upper and Lower case or Script: First letter: 24" max; Lower case: 12" max; Ascenders and Descenders: 9" additional

5. If two lines of letters are used, the total sign height shall not exceed 24"
6. Sign shall be centered on storefront and length shall not exceed 70% of tenant storefront.
7. Maximum sign projection shall not exceed 6"
8. Style of letters will be limited to the following
 - Helvetica Medium
 - Ronda Bold
 - Antikva Margaret
 - Dom Casual
 - Tiffany Demi-Bold
9. Colors
 - a. Single face signs will be limited to the following:

RED	Plexiglas #2283
ORANGE	Plexiglas #2119
YELLOW	Plexiglas #2016
WHITE	Plexiglas #W-7420
2. Signage differing from this sign criteria will require written approval of landlord and approval of all governing authorities.

SIGNS FOR GENERAL TENANT IDENTIFICATION

1. One single faced internally illuminated sign having individual or continuous channel letters will be located on the sign fascia, centered above the storefront and located vertically as indicated in the tenant print package. Letter faces shall be acrylic plastic, Lexan or a polycarbonate plastic such as Plexiglas or equivalent. The letters will be sized per the criteria and will be in a color selected by tenant and approved by landlord. Letter style will be the choice of the tenant, but the landlord will review and approve. Signs shall be store identity only and no product may be advertised on the façade sign. Any deviation must be approved in writing by landlord.
2. One double faced, illuminated, pedestrian identification sign will be located under the covered walkway and centered relative to the storefront. It will hang from the soffit with two ½" pipe stems. The dimensions of the sign shall match those indicated in the tenant print package. Sign material will be acrylic plastic, Lexan or a polycarbonate plastic such as Plexiglas or equivalent.
3. The height from the walkway to the bottom of the sign will be constant for all tenants and will be determined by the project architect. Signs will be store identity only and will not advertise any products. Logos or embellishments will not be permitted on under canopy signs.

4. Tenant's service door shall have a sign provided by landlord at tenant's expense.

GROUND SIGN ALONG MCHENRY ROAD - SPECIFICATIONS FOR TENANTS

1. *When space is available, tenants may have a tenant panel on the ground sign located along McHenry Road (as shown in the attached ground sign exhibit).*
2. *A maximum of 5 tenant signs can be placed on the ground sign.*
3. *Tenant signs must be face-lit, white channel letters, 7" in height, and the returns must be painted white.*

GENERAL SPECIFICATIONS

1. No animated, flashing or audible signs will be permitted.
2. No exposed lamps or neon tubing will be permitted.
3. All signs and their installation shall comply with all Buffalo Grove building and electrical codes.
4. No exposed raceways, crossovers or conduit will be permitted.
5. All conductors, transformers, disconnects and other equipment shall be concealed.
6. Electrical service to all signs shall be on tenant's meter.
7. Disconnects for tenant signage will be located behind the sign fascia, above access panel in soffit, so as not to be visible on sign fascia.
8. All metal returns and any trim caps for letters shall match the storefront aluminum.

MISCELLANEOUS REQUIREMENTS

1. Tenant will be permitted to place upon each entrance of its premises not more than 144 sq. inches of gold leaf or decal application lettering not to exceed two inches in height, indicating store address number, hours of business, emergency telephone numbers. etc.
2. Floor signs, etc., visible from outside the tenant's space, but within the tenant's lease line in their storefronts, are prohibited unless approved in writing by landlord.
3. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the building or storefront.
4. All signage, its installation and removal and restoration of the sign fascia will be by tenant at tenant's expense.
5. Tenants meeting the sign criteria shall be issued permits by the Buffalo Grove Building Department without having to obtain approval of the Appearance Commission.

05/17/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MAY 17, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Zill Khan

Public Hearings/Items For Consideration

1. Consideration of a Special Use for a Child Care Center in the Office and Research District (O&R) at 1401 McHenry Road, Suite 124 (Trustee Johnson) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Thakkar was sworn in.

Thakkar provided additional testimony regarding her learning center.

Com. Richards asked staff if we have childcare in OR district.

Binder said he is not aware.

Thakkar further explained the use of the space.

Com. Worlikar asked how the other tenants feel about the use.

Thakkar provided detail on the other tenants that occupy the building.

Com. Worlikar referenced packet page 9.

Thakkar explained the staffing model.

Com. Au asked staff about the designation.

Binder explained the definition of Child Care Center within the Buffalo Grove Municipal Code.

Com. Au asked what other tenants occupy the space.

Binder said mostly medical offices.

Com. Davis asked for clarification on the block times for classrooms.

Thakkar provided additional information on staff, which would be 10 kids per hour with 3 teachers, one per classroom.

The Staff Report was entered at exhibit one

Thakkar closed with her experience in childhood learning.

The public hearing was closed at 7:53 PM.

Com. Richards made a positive recommendation to the Village Board to allow a Special Use for a Child Care Center at 1401 McHenry Road, Suite 124, subject to the following conditions:

 - 1. The Special Use is granted to Science Town, LLC. to operate a Child Care Center at 1401 McHenry Road, Suite 124, which shall not run with the land.*

05/17/2023

2. The Special Use granted to the Science Town, LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:

a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.

b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

Com. Davis second.

Com. Spunt spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Spunt, Khan, Au, Richards, Worlikar, Davis
ABSENT:	Adam Moodhe, Frank Cesario, Mitchell Weinstein

2. Consideration of Variations to Title 14 (Sign Code) Section 14.16 to Allow a Larger Ground Sign Than is Permitted in Residential Districts and to Allow Two Ground Signs Where One is Permitted at 10 Buffalo Grove Road (Trustee Pike) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Boziloff, representative from Signarama, provided additional detail on the sign design and material.

Com Au asked staff where the location of the second sign.

Binder provided clarification on the second sign.

Com. Worlikar asked if there is light to the sign.

Boziloff said there is no illumination to the sign.

The Staff Report was entered as exhibit one and the google picture as exhibit two.

Boziloff expressed how the new sign will look much better than the current sign and enhance the look of the corner.

The public hearing was closed at 8:05 PM.

Com Richards made a positive recommendation Staff recommends approval of the abovementioned Sign Code variations, subject to the conditions in the Suggested PZC Motion due to the following reasons:

1. A similar ground sign was previously installed in a similar location from 2004 until its recent removal for the widening of Lake Cook Road.
2. The property is unique as it is a large campus, with multiple buildings, that has frontage at the intersection of Buffalo Grove Road and Lake Cook Road.
3. St. Mary's is a well-established institution in Buffalo Grove, and the proposed sign improvement will provide appropriate identification of the campus.
4. No sightline issues are created by the sign.

Com. Davis seconded the motion.

05/17/2023

Com. Richards spoke in favor of the motion.

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

3. Consideration of a Variation to Title 14 (Sign Code) Section 14.16 Pertaining to the Maximum Sign Area and the Maximum Height Permitted for a Ground Sign in the B-3 Planned Business Center District and an Amendment to 'The Grove' Shopping Center Uniform Sign Package to Allow Tenant Panels to be Added to the Existing Ground Sign at 'The Grove' Shopping Center at 59-197 McHenry Road (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

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Siampos provided additional detail regarding the process of the sign as well as the reason for the number and size of signs.

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Siampos said that the names on the signs are just for presentation.

Com. Worlikar asked about the lighting on the sign.

Siampos said the sign will be light at the Villages light limit.

Com. Au asked about the look of the sign.

Siampos provided clarification on the design of the sign.

Com. Au asked that the google image could be added as an exhibit.

The Staff Report was entered as exhibit one and the google images were entered as exhibit two.

The public hearing closed at 8:21 PM.

Com. Richards made a positive recommendation to approve the following:

1. The following variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code for 'The Grove' Shopping Center at 59-197 McHenry Road:

a. A variation from Section 14.16, to allow a ground sign that would exceed one hundred and twenty (120) square feet;

b. A variation from Section 14.16, to allow a ground sign to exceed fifteen (15) feet in height;

2. An amendment to the 'The Grove' Shopping Center Uniform Sign Package to allow the addition of tenant panel signage on the existing ground sign along McHenry Road.

Subject to the following conditions:

1. The tenant panels shall be installed in accordance with the documents and plans submitted as part of this petition.

2. The property owner shall maintain the landscaping around the base of the sign in perpetuity.

3. The Petitioner shall comply with all applicable Village codes, regulations, and policies

05/17/2023

Com. Davis seconded the motion.

Com. Richards spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Spunt, Khan, Au, Richards, Worlikar, Davis
ABSENT:	Adam Moodhe, Frank Cesario, Mitchell Weinstein

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 3, 2023 7:30 PM

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

Chairman's Report

Committee and Liaison Reports

Staff Report/Future Agenda Schedule

Binder provided detail on the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:31 PM

Ordinances

Kelly Purvis

APPROVED BY ME THIS 17th DAY OF May, 2023



Ordinance No. O-2023-81 : Approve an Ordinance Granting Sign Variations for a Ground Sign at St Mary's Church at 10 Buffalo Grove Rd

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

SUMMARY: Staff recommends that the Village Board adopt an Ordinance granting approval of two variations to Title 14 (Sign Code) Section 14.16 to exceed the maximum number of ground signs allowed and to exceed the maximum size allowed at 10 Buffalo Grove Road, subject to the conditions in the attached Ordinance.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft Minutes May 17, 2023 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, June 19, 2023

MEMORANDUM

DATE: June 19, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 10 Buffalo Grove Road – Sign Variations for St. Mary’s Parish

PROJECT BACKGROUND

St. Mary’s Parish is seeking variations from the sign code to replace a former ground sign at the corner of Lake Cook Road and Buffalo Grove Road on the property at 10 Buffalo Grove Road (See Figure 1).

The subject property was previously granted a variation for a ground sign in this location in 2004; however, the sign was removed due to the Lake Cook Road construction expansion. The Village’s Sign Code (14.40.010-E) requires that when a sign approved by a variation is removed, replaced, or altered structurally, the replacement sign shall either conform to the Village’s Sign Code requirements or a new variation is required.

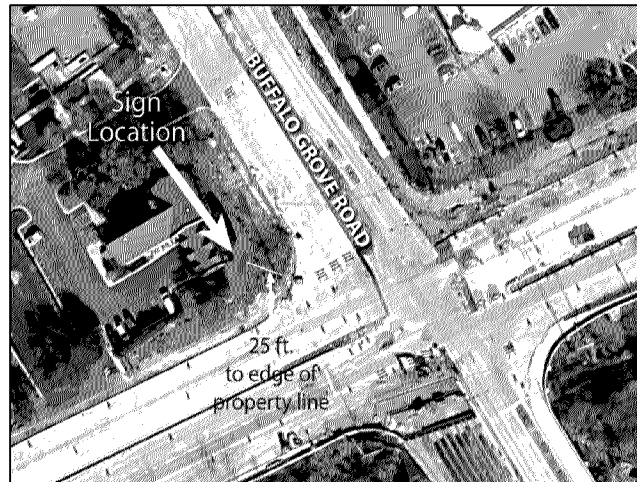


Figure 1: Setback of proposed sign

PLANNING & ZONING ANALYSIS

- The ground sign will be located at the corner of Buffalo Grove Road and Lake Cook Road, as shown in Figure 1. The proposed sign will be setback 25 feet from the property line, which is compliant with the setback requirement.
- There is an existing sign for St. Mary’s Parish with changeable copy sign that is located along Buffalo Grove Road. Per the Village Sign Code, only one ground sign is permitted per developed parcel. The proposed ground sign will be approx. 480 feet from the existing ground sign.
- The maximum sign area for nonresidential uses in the residential districts is 16 square feet. The proposed ground sign will be 20 square feet in sign area, as shown in Figure 2, which is smaller than the former ground sign.
- The proposed ground sign meets all the other ground sign requirements.



Figure 2: Proposed Sign Rendering

PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Sign Code variations for St. Mary's Parish at 10 Buffalo Grove Road, subject to the following conditions:

1. The ground sign shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The property owner shall maintain the landscaping around the base of the sign in perpetuity.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of two variations to Title 14 (Sign Code) Section 14.16 to exceed the maximum number of ground signs allowed and to exceed the maximum size allowed at 10 Buffalo Grove Road, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____**GRANTING VARIATIONS FROM
THE BUFFALO GROVE SIGN CODE
FOR A GROUND SIGN****St. Mary's Parish
10 N Buffalo Grove Road**

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

WHEREAS, the real property ("Property") is commonly known as 10 N Buffalo Grove Road, Buffalo Grove, Illinois and is hereinafter legally described in Exhibit A; and

WHEREAS, St. Mary's Parish, ("Petitioner") is seeking a variation Section 14.16 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of constructing a ground sign for St. Mary's Parish located at 10 N Buffalo Grove Road; and

WHEREAS, the Planning & Zoning Commission held a public hearing on May 17, 2023, concerning the petition for the Sign Variations; and

WHEREAS, the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for Sign Variations as set forth in the Buffalo Grove Sign Code, and as described in the minutes attached hereto as Exhibit C; and

WHEREAS, the Planning & Zoning Commission voted 6-0 to recommend approval of the requested Sign Variations; and

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Sign Variations are in harmony with the general purpose and intent of the Sign Code (Title 14 of the Buffalo Grove Municipal Code); and

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
2. The granting of the requested variances would not be materially detrimental to the property owners in the vicinity; and
3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
4. The granting of the variances will not be contrary to the purpose of this Title pursuant to Section 14.04.020

WHEREAS, the proposed sign shall be constructed 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 May 17, 2023 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, as follows:

Section 1. The preceding WHEREAS clauses are hereby adopted by the Corporate Authorities and made a part hereof.

Section 2. The variations are hereby granted to Section 14.16 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) to exceed the maximum number of ground signs allowed and to exceed the maximum size of a ground sign allowed at 10 Buffalo Grove Road, subject to the following conditions:

1. The ground sign shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The property owner shall maintain the landscaping around the base of the sign in perpetuity.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023.

APPROVED: _____, 2023.

ATTEST:

APPROVED:

Village Clerk

Eric N. Smith, Village President

Exhibit A
Legal Description

St. Mary's Parish
10 N Buffalo Grove Road

Parcel 1:

That Part Of The Southwest Quarter Of Section 33, Township 43 North, Range 11 East Of The Third Principal Meridian, Described As Follows: Beginning At The Intersection Of The South Line Of Said Quarter Section And The Centerline Of McHenry Road; Thence Northwesternly Along The Centerline Of Said, 82 Feet; Thence Southwesterly 166 Feet To A Point On The South Line Of Said Section, 203 Feet West Of The Point Of Beginning; And Thence East To The Place Of Beginning (Excepting That Part Thereof Lying Southwesterly Of The Centerline Of McHenry Road (Presently Buffalo Grove Road As Now Established) And Lying Northeasterly Of A Line 50 Feet Southwesterly Of And Parallel With Said Centerline, The Centerline Of Said McHenry Road Being A Straight Line Extended From The Most Easterly Corner Of Weidner's Subdivision In The Southwest Quarter Of Section 33, Recorded August 15, 1958 As Document 999971, In Book 1641, Page 399, In The Office Of The Recorder Of Deeds In Lake County, Illinois, Said Most Easterly Corner Being In The Center Of McHenry Road To A Point In The South Line Of Said Southwest Quarter, Said Point Being 961.90 Feet East From The Northwest Corner Of Section 4, Township 42 North, Range 11 East Of The Third Principal Meridian, In Cook County, Illinois, As Measured Along The North Line Of Said Northwest Quarter Of Said Section 4), In Lake County, Illinois.

Parcel 2:

That Part Of The Northwest Quarter Of Section 4, Township 42 North, Range 11 East Of The Third Principal Meridian, Described As Follows: Beginning At The Intersection Of The North Line Of Said Section 4 With The Centerline Of Buffalo Grove Road (Formerly Known As McHenry Road) Thence South 34 Degrees 30 Minutes East, 70 Feet; Thence South 66 Degrees West, 282 Feet; Thence North 34 Degrees 30 Minutes West, 152 Feet; Thence North 66 Degrees East, 116 Feet To The North Line Of Said Section 4, Thence East Along The North Line Of Said Section 4, 203 Feet To The Point Of Beginning (Excepting Therefrom That Part Described As Follows: That Part Of The Said Northwest Quarter Of Section 4, Lying Southwesterly Of The Centerline Of Buffalo Grove Road, As Now Established And Northeasterly Of A Line 50 Feet Southwesterly Of And Parallel With Said Centerline, The Centerline Of Buffalo Grove Road Being A Straight Line Extended From A Point In The North Line Of Said Section 4, Said Point Being 961.90 Feet East From The Northwest Corner Of Said Northwest Quarter (As Measured Along Said North Line), To The Northeasterly Corner Of Buffalo Grove, Unit Number 1, A Subdivision In The Northwest Quarter Of Said Section 4, Said Northeasterly Corner Being A Point Of Intersection Of The Northerly Right Of Way Line Of St. Mary's Parkway As Dedicated By Said Subdivision, With The Centerline Of Buffalo Grove Road), All In Cook County, Illinois.

Parcel A:

Commencing At The Southwest Corner Of The Southwest Quarter Of Section 33, Township 43 North, Range 11 East Of The Third Principal Meridian, Thence West 27.72 Feet To The Northwest Corner Of Section 4, Township 42 North, Range 11 East Of The Third Principal Meridian; Thence North 0 Degrees 17 Minutes East, 48.14 Feet; Thence North 56 Degrees East, 766.92 Feet To The Center Of McHenry Road As Occupied; Thence South 34 Degrees East Along Center Of Said McHenry Road, 54.78 Feet; Thence South 56 Degrees West, 784.74 Feet To The Place Of Beginning, In Lake County, Illinois. (Except Therefrom That Part Taken for Roadway Purposes)

Parcel B:

Commencing At The Southwest Corner Of Said Southwest Quarter Of Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian, Thence North 56 Degrees East, 784.74 Feet To The Center Of McHenry Road, Thence South 34 Degrees East Along Center Of Said McHenry Road, 129.36 Feet; Thence South 56 Degrees West, 583.44 Feet To The South Line Of Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian; Thence West On The South Line Of Said Section 33, 227.58 Feet To The Place Of Beginning, In Lake County, Illinois. (Except Therefrom That Part Taken for Roadway Purposes)

Parcel C:

Commencing On The South Line Of Said Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian, At A Point 227.58 Feet East Of The Southwest Corner Of Said Section 33, Thence East On Said Section Line 325.05 Feet; Thence North 66 Degrees 35 Minutes East, 321.76 Feet To The Center Of McHenry Road; Thence North 34 Degrees West Along Center Of McHenry Road, 242.20 Feet; Thence South 56 Degrees West, 583.44 Feet, To The Place Of Beginning, In Lake County, Illinois. (Except Therefrom That Part Taken for Roadway Purposes)

Parcel D:

A Tract Of Land In The Southwest Quarter Of Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian, Commencing In The Center Of McHenry Road At The Northerly Corner Of The Saint Mary's Church Property; Thence South 55 And ½ Degrees West Along The Northerly Line Of Said Church Property, A Distance Of 465 Feet; Thence

Northwesterly At Right Angles Thereto 8 Feet; Thence Northeasterly To A Point In The Center Of McHenry Road, Which Is 10 Feet Distant From The Place Of Beginning, Thence Along The Center Line Of Said Road Southeasterly 10 Feet To The Place Of Beginning, Said Church Property Deed Recorded In Book 122, Page 456, In Lake County, Illinois. (Except Therefrom That Part Taken for Roadway Purposes)

Parcel E:

Commencing At The Southwest Corner Of The Southwest Quarter Of Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian, Thence West Along The South Line Of Said Section 32, 27.72 Feet; Thence North Parallel To The East Line Of Said Section 32, 48.18 Feet To The Place Of Beginning; Thence Continuing North Along The Last Described Course A Distance Of 9.71 Feet; Thence Northeasterly, 295.4 Feet; Thence Southeasterly At Right Angles Thereto 8 Feet; Thence Southwesterly To The Place Of Beginning, In Lake County, Illinois.

Parcel F:

Commencing At the Northwest Corner of Section 4, Township 42 North, Range 11, East Of The Third Principal Meridian, Thence South On The West Line Of Said Section, 256.90 Feet; Thence North 66 Degrees 35 Minutes East, 635.58 Feet To The North Line Of Said Section; Thence West On The North Line Of Said Section 4 To The Place Of Beginning, In Cook County, Illinois.

Parcel G:

A Parcel Of Land In The Northwest Quarter Of The Northwest Quarter Of Section 4, Township 42 North, Range 11, East Of The Third Principal Meridian, In Cook County, Illinois, And In The Southwest Quarter Of The Southwest Quarter Of Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian, In Lake County, Illinois, Described As Follows: (In The Following Courses The West Line Of Section 4 Is Assumed As "Due North-South") Beginning At A Point In The West Line Of Said Section 4, 260.04 Feet South Of The Northwest Corner Thereof; Thence North 65 Degrees 51 Minutes East A Distance Of 955.35 Feet To The Center Line Of Buffalo Grove Road; Thence South 34 Degrees 26 Minutes East Along Said Center Line, A Distance Of 83.21 Feet To A Point Which Is 9.65 Feet Southeasterly Of The Northeasterly Corner Of A Tract Conveyed To John Kline By Warranty Deed Recorded June 21, 1899 As Document No. 2836175; Thence South 66 Degrees 04 Minutes West Parallel To The Northwesterly Line Of Said Tract, 282 Feet To The Southwesterly Line Of Said Tract; Thence South 34 Degrees 26 Minutes East Along Said Line, 237.70 Feet To A Point 9.65 Feet Northwesterly Of Southwesterly Corner Of Said Tract; Thence South 64 Degrees 53 Minutes 30 Seconds West, A Distance Of 878.45 Feet To A Point In The West Line Of Said Section 4, Said Point Being 621 Feet South Of Northwest Corner Thereof; Thence North Along Said Line, 360.96 Feet, To The Place Of Beginning. (Except Therefrom That Part Taken for Roadway Purposes)

Parcel H:

That Part Of Lot 2 In Weidner's Subdivision, Being A Subdivision Of Part Of The Southwest Quarter Of Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian, According To The Plat Thereof Recorded August 15, 1958 In Book 1641 Of Records Page 399 As Document No. 999971 Described As Follows: Commencing At The Most Southerly Corner Of Said Lot 2, Thence Northeasterly Along The Southerly Line Of Said Lot 2, 445 Feet To The Angle Point Of Said Lot; Thence Northwesterly At Right Angles To Said Southerly Line Of Said Lot, 75 Feet; Thence Southwesterly Parallel With The Southerly Line Of Said Lot 2 To The West Line Of Said Lot 2, And Thence South On Said West Line To The Place Of Beginning, In Lake County, Illinois.

Parcel I:

That Part Of The Southeast Quarter Of Section 32, Township 43 North, Range 11, East Of The Third Principal Meridian, Described As Follows, To-Wit: Commencing At A Point 27.72 Feet West Of The Southeast Corner Of Said Southeast Quarter; Thence North Parallel With East Line Of Said Southeast Quarter, 57.89 Feet; Thence Northeasterly To The Most Southerly Corner Of Said Lot 2 In Weidner's Subdivision Aforesaid; Thence North Along The West Line Of Said Lot 2 To A Point Which Is 75 Feet Northwesterly (Measured Along A Line Drawn At Right Angles) To The Southerly Line Of Said Lot 2; Thence Southwesterly Parallel with The Southerly Line Of Said Lot 2 Extended Southwesterly To A Point 93.72 Feet West Of The East Line Of Said Southeast Quarter; Thence South To A Point On The South Line Of Said Southeast Quarter Which Is 66 Feet West Of The Place Of Beginning, And Thence East To The Place Of Beginning, In Lake County, Illinois.

Parcel J:

The East 66.00 Feet of The North 660.0 Feet Of The Northeast Quarter Of The Northeast Quarter Of Section 5, Township 42 North, Range 11, East Of The Third Principal Meridian, In Cook County, Illinois. (Except Therefrom That Part Taken for Roadway Purposes)

Parcel K:

That Part Of The Southwest Quarter Of Section 33, Township 43 North, Range 11, East Of The Third Principal Meridian, Described As Follows: Commencing At The Center Of McHenry Road At The Most Northerly Corner Of Premises Acquired By Catholic Bishop Of Chicago, By Deed From August J. Weidner, Et Al, Recorded June 2, 1919 In Book 218 Of Deeds, Page 324 As Document No. 184146; Thence Northwesterly Along The Center Line Of Said McHenry Road, 75 Feet; Thence In A Southwesterly Direction Along A Line Parallel With The Northwesterly Line Of Said Premises Described In Deed To Catholic Bishop Of Chicago 290 And ½ Feet; Thence In A Southeasterly Direction Along A Line Parallel To The Center Line Of McHenry Road 75 Feet; Thence In A Northeasterly Direction Along The Northwesterly Line Of Said Premises In Said

Deed To Catholic Bishop of Chicago, 290 And ½ Feet To The Place Of Beginning, In Lake County, Illinois. (Except Therefrom That Part Taken for Roadway Purposes)

Property Address: 10 North Buffalo Grove Road, Buffalo Grove, Illinois 60089

PIN: 03-04-100-001-0000, 03-04-100-006-0000, 03-04-100-015-0000, 03-05-201-041-0000, 15-32-400-007, 15-32-400-008, 15-33-300-091, 15-33-300-104-0000, 15-33-300-106-0000, 15-33-303-001

Exhibit B
Plan Set

St. Mary's Parish
10 N Buffalo Grove Road

Attachment: Ordinance (O-2023-81 : Approve an Ordinance Granting Sign Variations at St Mary's Church at 10 Buffalo Grove Rd)

Exhibit C
Draft Minutes from the May 17, 2023, PZC Meeting

St. Mary's Parish
10 N Buffalo Grove Road

Attachment: Ordinance (O-2023-81 : Approve an Ordinance Granting Sign Variations at St Mary's Church at 10 Buffalo Grove Rd)

6371 - HDU Signage - Placed Sign



1/5 scale

Sign location as it currently exists

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Location (if applicable):
10 N Buffalo Grove Rd.
Buffalo Grove, IL 60089

Approved by (if applicable):

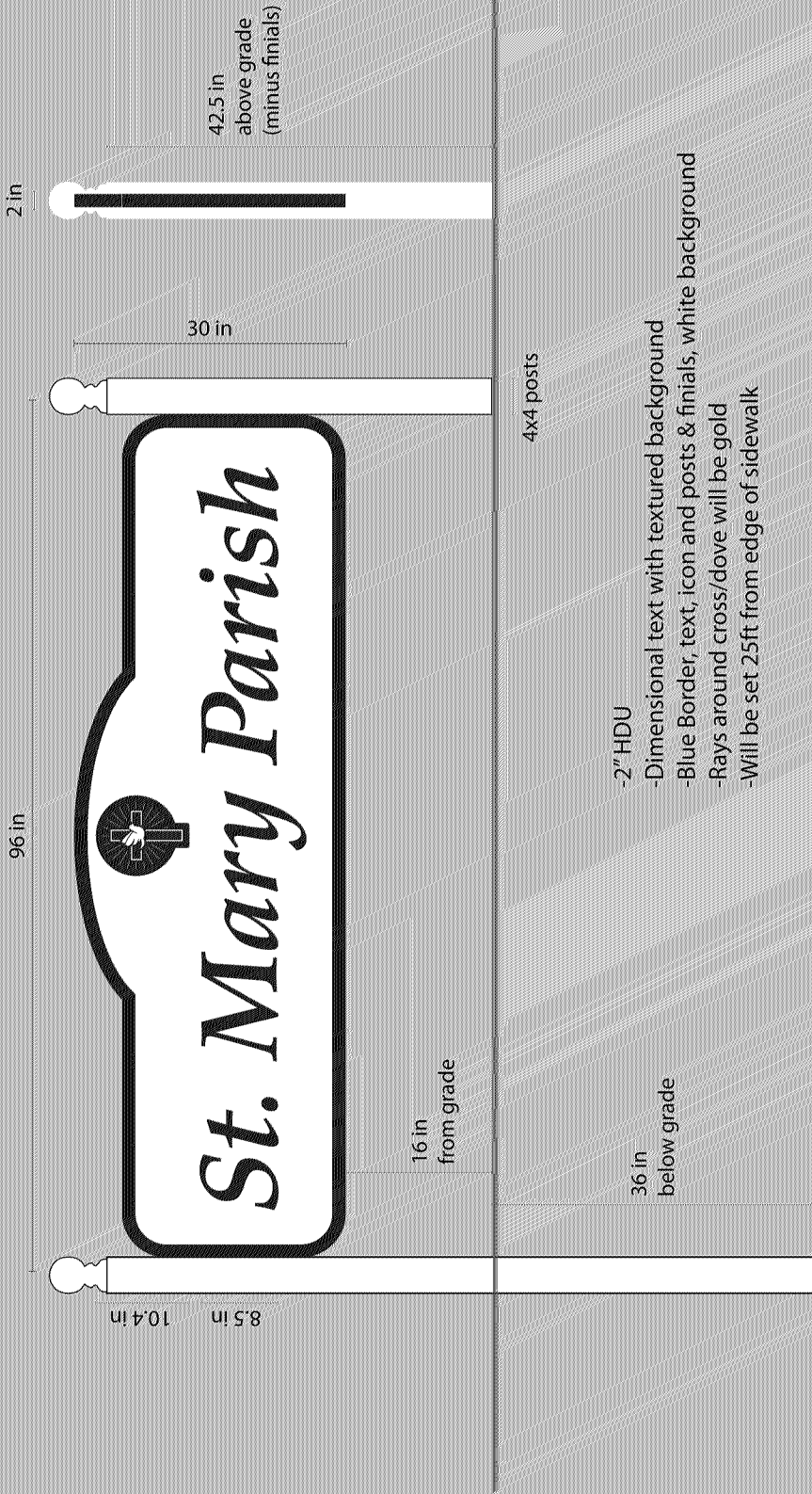
Customer:
St. Mary Parish

Rev. 5
Material: 2" HDU
Painted

Scale: 1/10
Qty: 1
Sides: 1

6371 - HDU Signage - Dimensions

Attachment: Exhibit B. Plan Set (O-2023-81 : Approve an Ordinance Granting Sign Variations at St Mary's



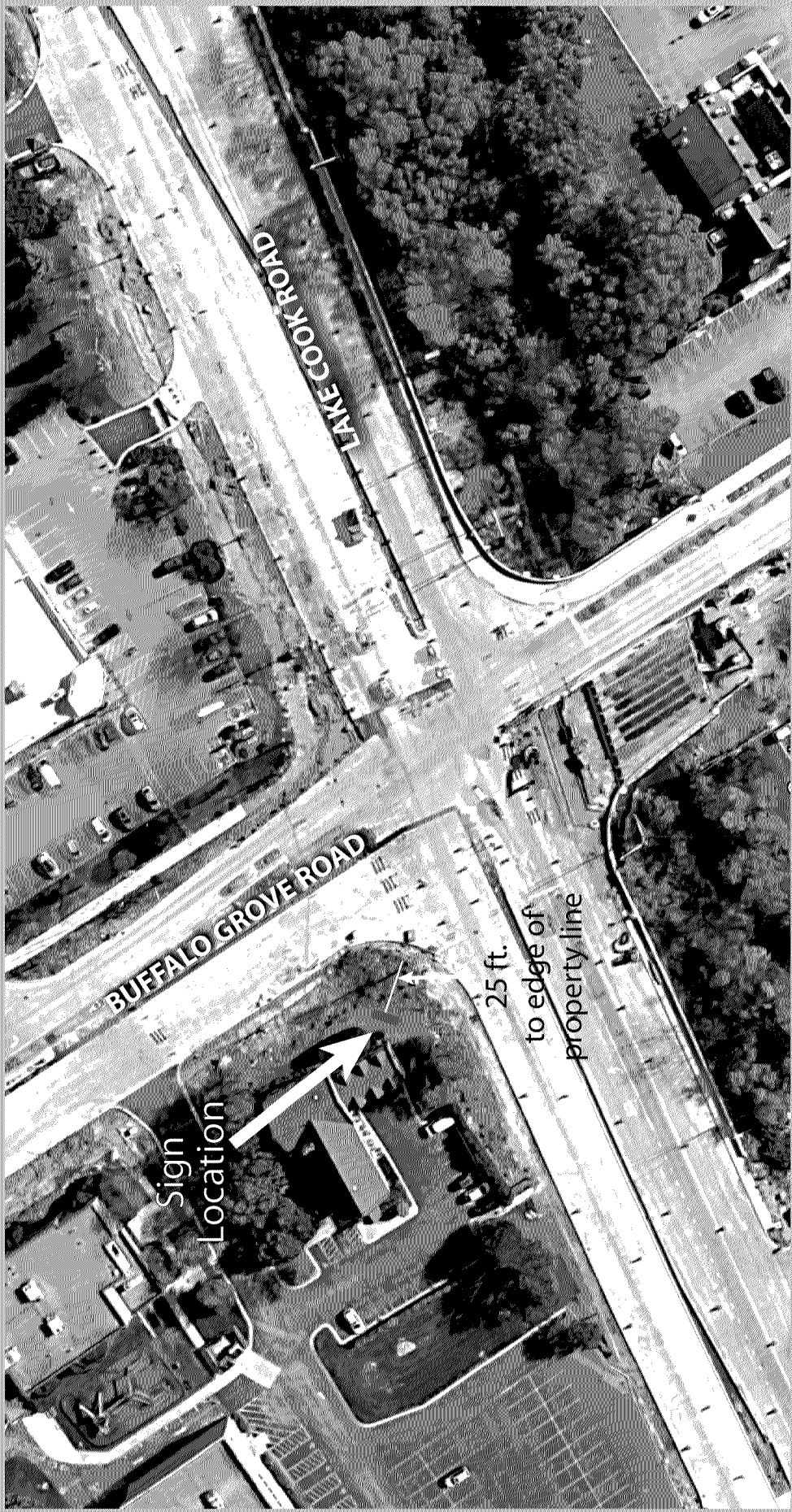
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Customer: St. Mary Parish
Location (if applicable): 10 N Buffalo Grove Rd, Buffalo Grove, IL 60089
Approved by (if applicable):

Rev. 5
Material: 2" HDU Painted
Scale: 1/4"
Qty: 1
Slides: 1

6371 - HDU Signage - Sign Location

Attachment: Exhibit B. Plan Set (O-2023-81 : Approve an Ordinance Granting Sign Variations at St Mary's



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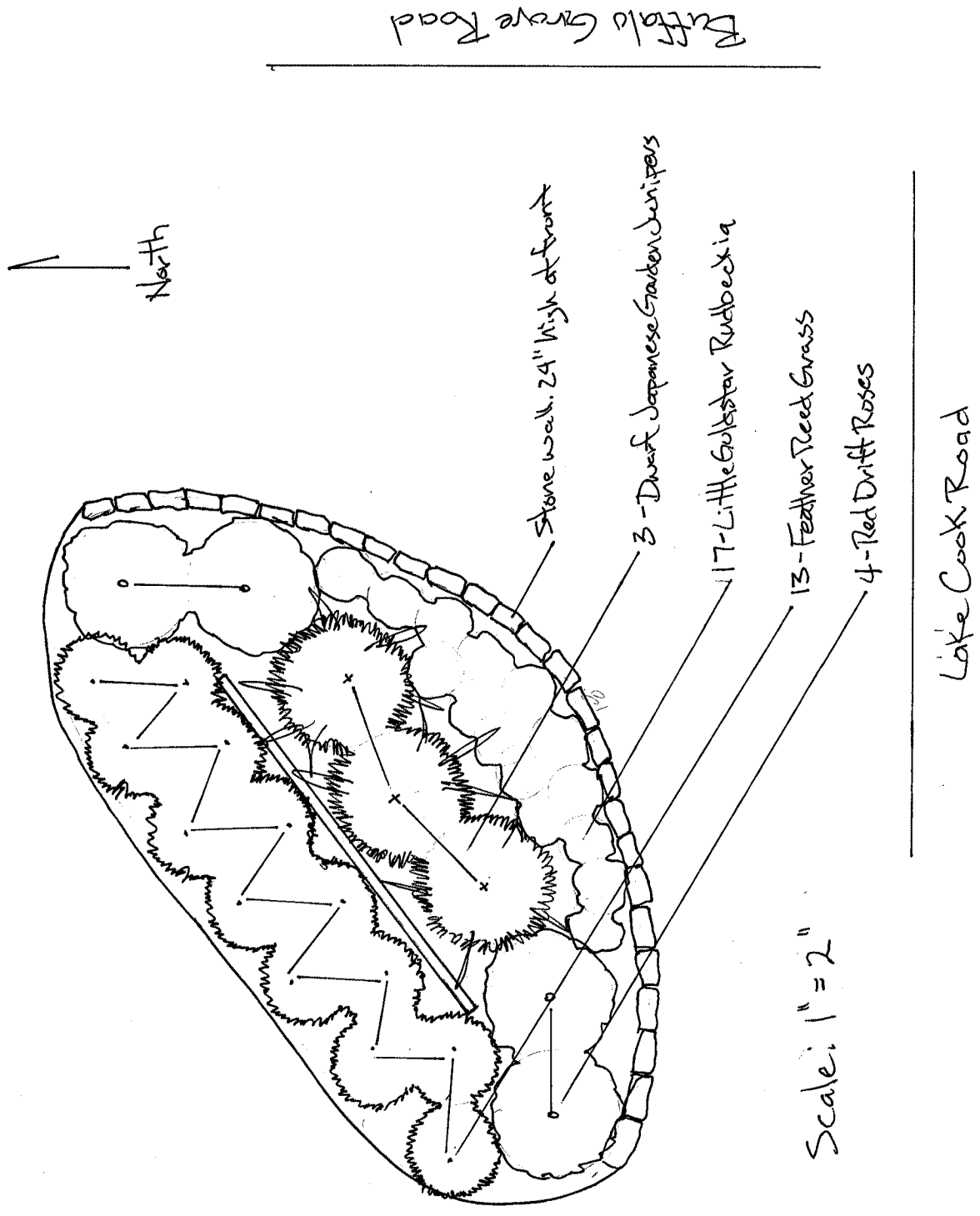
Customer: St. Mary Parish		Location (if applicable): 10 N Buffalo Grove Rd, Buffalo Grove, IL 60089
Rev. 5	04/17/23 AL	Approved by (if applicable):
Material: 2" HDU Painted		
Scale: NTS	Sides: 1	Qty: 1



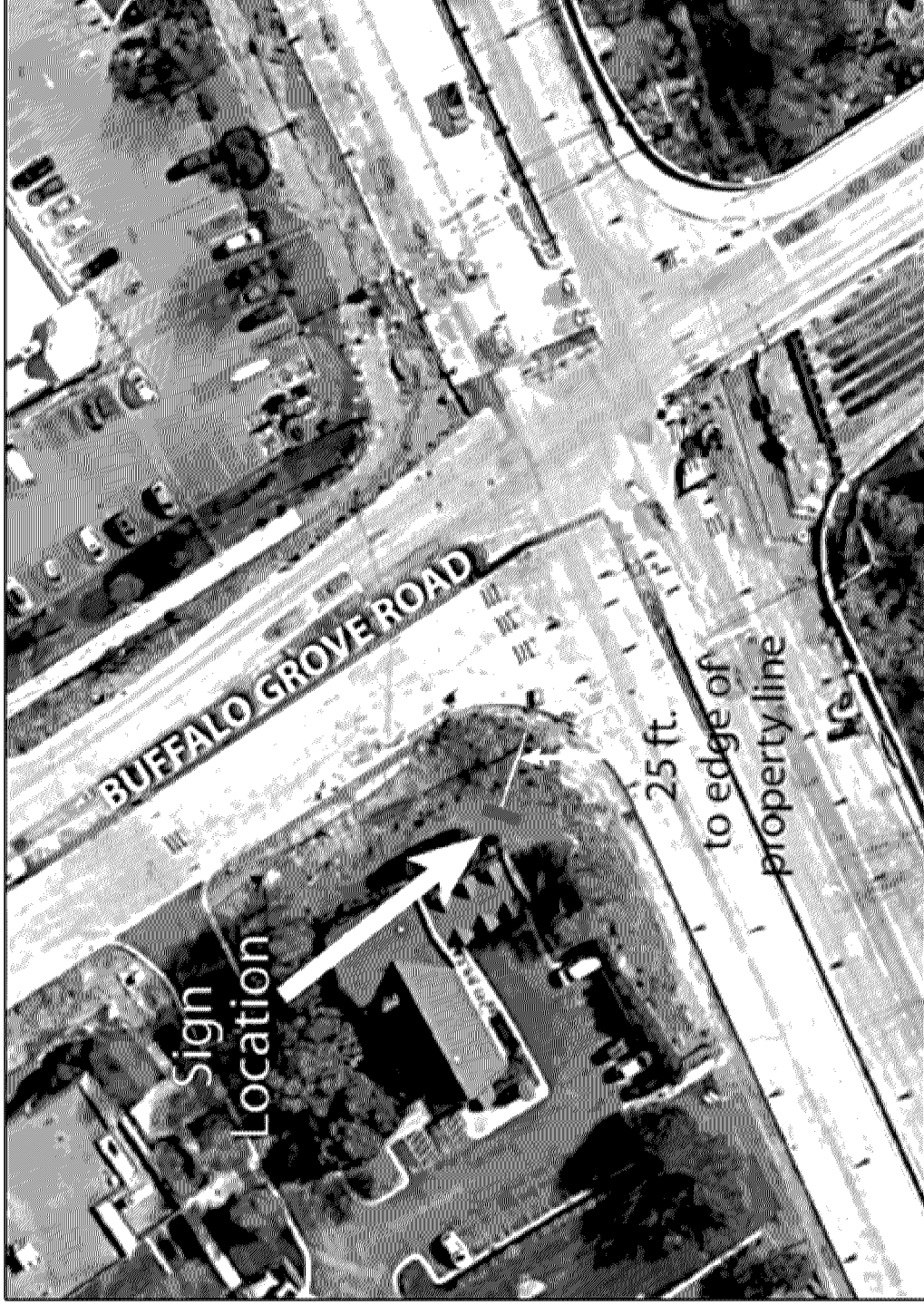
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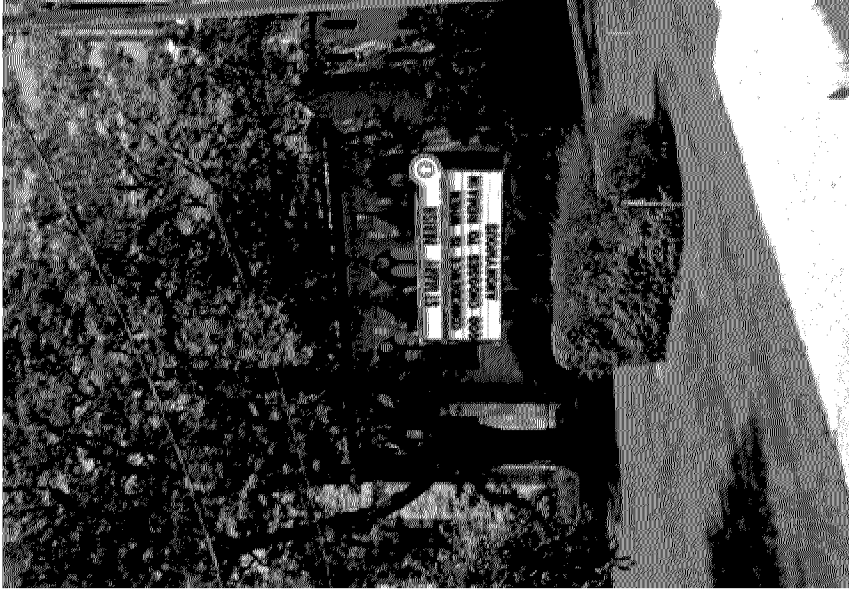
Packet Pg. 375



10 Buffalo Grove Road



Proposed Ground Sign



Second Existing Ground Sign

05/17/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MAY 17, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Zill Khan

Public Hearings/Items For Consideration

1. Consideration of a Special Use for a Child Care Center in the Office and Research District (O&R) at 1401 McHenry Road, Suite 124 (Trustee Johnson) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Thakkar was sworn in.

Thakkar provided additional testimony regarding her learning center.

Com. Richards asked staff if we have childcare in OR district.

Binder said he is not aware.

Thakkar further explained the use of the space.

Com. Worlikar asked how the other tenants feel about the use.

Thakkar provided detail on the other tenants that occupy the building.

Com. Worlikar referenced packet page 9.

Thakkar explained the staffing model.

Com. Au asked staff about the designation.

Binder explained the definition of Child Care Center within the Buffalo Grove Municipal Code.

Com. Au asked what other tenants occupy the space.

Binder said mostly medical offices.

Com. Davis asked for clarification on the block times for classrooms.

Thakkar provided additional information on staff, which would be 10 kids per hour with 3 teachers, one per classroom.

The Staff Report was entered at exhibit one

Thakkar closed with her experience in childhood learning.

The public hearing was closed at 7:53 PM.

Com. Richards made a positive recommendation to the Village Board to allow a Special Use for a Child Care Center at 1401 McHenry Road, Suite 124, subject to the following conditions:

 - 1. The Special Use is granted to Science Town, LLC. to operate a Child Care Center at 1401 McHenry Road, Suite 124, which shall not run with the land.*

05/17/2023

2. The Special Use granted to the Science Town, LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:

a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.

b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

Com. Davis second.

Com. Spunt spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Spunt, Khan, Au, Richards, Worlikar, Davis
ABSENT:	Adam Moodhe, Frank Cesario, Mitchell Weinstein

2. Consideration of Variations to Title 14 (Sign Code) Section 14.16 to Allow a Larger Ground Sign Than is Permitted in Residential Districts and to Allow Two Ground Signs Where One is Permitted at 10 Buffalo Grove Road (Trustee Pike) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Bziloff, representative from Signarama, provided additional detail on the sign design and material.

Com Au asked staff where the location of the second sign.

Binder provided clarification on the second sign.

Com. Worlikar asked if there is light to the sign.

Bziloff said there is no illumination to the sign.

The Staff Report was entered as exhibit one and the google picture as exhibit two.

Bziloff expressed how the new sign will look much better than the current sign and enhance the look of the corner.

The public hearing was closed at 8:05 PM.

Com Richards made a positive recommendation Staff recommends approval of the abovementioned Sign Code variations, subject to the conditions in the Suggested PZC Motion due to the following reasons:

1. A similar ground sign was previously installed in a similar location from 2004 until its recent removal for the widening of Lake Cook Road.
2. The property is unique as it is a large campus, with multiple buildings, that has frontage at the intersection of Buffalo Grove Road and Lake Cook Road.
3. St. Mary's is a well-established institution in Buffalo Grove, and the proposed sign improvement will provide appropriate identification of the campus.
4. No sightline issues are created by the sign.

Com. Davis seconded the motion.

05/17/2023

Com. Richards spoke in favor of the motion.

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

3. Consideration of a Variation to Title 14 (Sign Code) Section 14.16 Pertaining to the Maximum Sign Area and the Maximum Height Permitted for a Ground Sign in the B-3 Planned Business Center District and an Amendment to 'The Grove' Shopping Center Uniform Sign Package to Allow Tenant Panels to be Added to the Existing Ground Sign at 'The Grove' Shopping Center at 59-197 McHenry Road (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

Binder provided background on the subject property.

Siampos was sworn in.

Siampos provided additional detail regarding the process of the sign as well as the reason for the number and size of signs.

Com. Spunt asked about the names on the sign.

Siampos said that the names on the signs are just for presentation.

Com. Worlikar asked about the lighting on the sign.

Siampos said the sign will be light at the Villages light limit.

Com. Au asked about the look of the sign.

Siampos provided clarification on the design of the sign.

Com. Au asked that the google image could be added as an exhibit.

The Staff Report was entered as exhibit one and the google images were entered as exhibit two.

The public hearing closed at 8:21 PM.

Com. Richards made a positive recommendation to approve the following:

1. The following variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code for 'The Grove' Shopping Center at 59-197 McHenry Road:

a. A variation from Section 14.16, to allow a ground sign that would exceed one hundred and twenty (120) square feet;

b. A variation from Section 14.16, to allow a ground sign to exceed fifteen (15) feet in height;

2. An amendment to the 'The Grove' Shopping Center Uniform Sign Package to allow the addition of tenant panel signage on the existing ground sign along McHenry Road.

Subject to the following conditions:

1. The tenant panels shall be installed in accordance with the documents and plans submitted as part of this petition.

2. The property owner shall maintain the landscaping around the base of the sign in perpetuity.

3. The Petitioner shall comply with all applicable Village codes, regulations, and policies

05/17/2023

Com. Davis seconded the motion.

Com. Richards spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Spunt, Khan, Au, Richards, Worlikar, Davis
ABSENT:	Adam Moodhe, Frank Cesario, Mitchell Weinstein

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 3, 2023 7:30 PM

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

Chairman's Report

Committee and Liaison Reports

Staff Report/Future Agenda Schedule

Binder provided detail on the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:31 PM

Ordinances

Kelly Purvis

APPROVED BY ME THIS 17th DAY OF May, 2023



Ordinance No. O-2023-82 : Authorization to Execute a Contract with Era Valdivia Contractors, Inc for Bridge Painting Services

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Era Valdivia Contractors, Inc for bridge painting services in an amount not to exceed \$183,700.00, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Bridge Painting Award - Memo(DOCX)
- Bridge Painting Ordinance (DOCX)
- ERA Proposal (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 14, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director/Village Engineer
SUBJECT: Bridge Painting Award of Contract

Staff Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Era Valdivia Contractors, Inc for bridge painting services in an amount not to exceed \$183,700.00 which includes a 10% Village controlled contingency, pending final review and approval by the Village Attorney.

Overview

Staff led a bid for bridge painting that was opened on March 9th with an engineer's estimate of \$152,240.00. The lowest bid was \$473,207.00. Bridge painting work is highly specialized and due to an industry labor shortage, this niche market was significantly impacted. The availability of painting contractors along with increased costs for the paint due to environmental controls and inflation have led to these increases in cost. Due to the delta between the engineers estimate and the lowest bid, staff requested at the March 20th Board Meeting to reject bids, waive bids, and get authorization to negotiate which was approved.

Staff met with Era Valdivia Contractors, Inc to negotiate bridge painting services and to identify areas where cost savings could be achieved without compromising the project's scope or quality. Through value engineering and innovative solutions staff was able to negotiate a proposal that best aligned with the Villages project requirements, budget, and quality expectations. To reduce cost some of the work was brought in house such as traffic control, removal/reinstallation of railing, and fencing removal/reinstallation. The specialized coating and warranty will still come from the qualified contractor.

After these contract modifications, Era Valdivia has agreed to complete the work for \$167,000. Staff recommends the project be awarded with a 10% (\$16,700) construction contingency for the Village's use and control. The Village has agreed to pay \$92,000 of the project cost and the Park District will pay the remaining \$75,000. This collaborative effort has resulted in optimized project costs that are within budget, without compromising the project's scope or quality. Attached is the proposal for reference.

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH ERA VALDIVIA CONTRACTORS INC., FOR
BRIDGE PAINTING SERVICES**

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Era Valdivia Contractors, Inc., for bridge painting services in an amount not to exceed \$183,700.00, pending 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 not be codified.

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Bridge Painting Ordinance (O-2023-82 : Bridge Painting Award)



11909 South Avenue O
Chicago, IL 60617

TEL: (773) 721-9350
FAX: (773) 721-8027

PROPOSAL

April 21, 2023

Proposal No.: **230421-01BG**

Project: Village of Buffalo Grove
Rt 83 -Pedestrian/Bike Bridge Painting

Proposal Submitted to:

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

Attn: Mr. Ted Sianis, P.E.

Via email: tsianis@vbg.org

Dear Mr. Sianis,

Era Valdivia Contractors Inc. (EVC) proposes to furnish all supervision, labor, material, equipment, and insurance to complete the following work:

Scope of work:

- A) EVC will power-tool clean rusted/failed areas and apply IDOT overcoat painting system according to the requirements of System 2 - PS/EM/U. The color of the final finish coat shall color matched to the existing bridge color or as the approved IDOT Reddish Brown Color for IDOT Certified Batches.
- B) Waste generation based on Non-Haz/Non-Special.
- C) Traffic control IDOT local Road stds – By OTHERS
- D) Removal/Reinstallation of wood bridge railing – By OTHERS
- E) Fencing removal if needed – By OTHERS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications provided for the above scope of work and substantially completed in a professional manner for the lump sum price as PO issued per work order: One Hundred Sixty-Seven Thousand Dollars (\$167,000.00).

Item Schedule – For purposes of accounting:

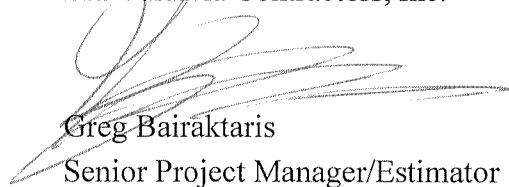
1. Mobilization	1	\$ 5,000.00
2. Clean/Paint Bridge	1	\$160,000.00
3. Waste Disposal – Non Haz.	1	\$ 2,000.00
4. Fence Removal	N/A	
5. Railing Removal/Reinstall	N/A	
6. Traffic Control	N/A	

Exclusions/Clarifications:

- A) Permits, fees, sales tax, any special insurance.
- B) Generated debris priced as non-haz.
- C) SW – Primer 920 /Intermediate Epoxy Mastic Aluminum and 218 HS Urethane as Finish (color) – attached.
- D) Std manufacturers' warranty will apply.
- E) No heating or housing of any kind.
- F) No environmental monitoring or other haz material remediation and/or removal will apply to this proposal – Based as Non-Hazardous
- G) No Removal/Replacement of any existing structure object or facility
- H) Temporary facilities/Restoration by others
- I) Traffic on Pedestrian/Bike Bridge will need to be closed for the duration of project.

We appreciate your business and value Village of Buffalo Grove as a customer. If you have any questions, please call me at 773-447-6658

Sincerely,
Era Valdivia Contractors, Inc.



Greg Bairaktaris
Senior Project Manager/Estimator

Attachment: ERA Proposal (O-2023-82 : Bridge Painting Award)

ACCEPTANCE OF PROPOSAL

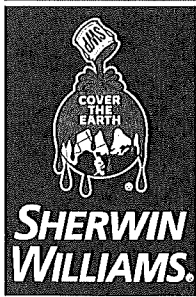
Era Valdivia Contractors, Inc. is hereby authorized to furnish all materials, equipment, and labor required to complete the work as described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Signature: _____

Date: _____

Title: _____

Attachment: ERA Proposal (O-2023-82 : Bridge Painting Award)



Protective & Marine Coatings

MACROPOXY® 920 PRE-PRIME PENETRATING EPOXY PRE-PRIMER

PART A
PART B

B58T101
B58V10

TRANSPARENT
HARDENER

Revised: July 26, 2022

PRODUCT INFORMATION

4.50

PRODUCT DESCRIPTION

MACROPOXY 920 PRE-PRIME is a 100% solids, penetrating epoxy primer designed for use over marginally prepared steel or concrete surfaces.

- A penetrating sealer for tight rusted surfaces
- A penetrating sealer for concrete and masonry surfaces
- Low viscosity
- Barrier coat for hot solvent topcoats

PRODUCT CHARACTERISTICS

Finish: Medium Sheen

Color: Transparent

Volume Solids: 100%, calculated, mixed
70%, ASTM D2697,
(Helium Pycnometer)

VOC (EPA Method 24): <340 g/L; 2.8 lb/gal, mixed

Mix Ratio: 2 components, 3:1 ratio

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	1.5 (40)	2.0 (50)
Dry mils (microns)	1.5 (40)	2.0 (50)
~Coverage sq ft/gal (m²/L)		
Steel	800 (19.6)	1050 (25.7)
Concrete	400 (9.8)	500 (13.0)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1600 (39.2)	

Drying Schedule @ 2.0 mils wet (50 microns):

	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	18 hours	9.5 hours	7 hours
Tack-free:	32 hours	17 hours	14 hours
To recoat:			
minimum:	36 hours	12 hours	12 hours
maximum:	30 days	30 days	30 days
<i>Drying time is temperature, humidity, and film thickness dependent.</i>			
Pot Life:	8-10 hours	4 hours	3-4 hours
Sweat-in-Time:	None required		

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	152°F (67°C), PMCC, mixed
Reducer:	Not recommended
Clean Up:	Reducer #54, R7K54

RECOMMENDED USES

For use as a primer / sealer over prepared steel or concrete surfaces.

- Petrochem exploration and offshore platforms
- Over white rusted and zinc rich coatings
- Chalky surfaces in atmospheric conditions
- Industrial applications
- Marine applications
- Over marginally prepared steel when abrasive cleaning is not possible
- Suitable for use in USDA inspected facilities
- Nuclear Power Plants • DOE Nuclear Fuel Facilities
- Nuclear fabrication shops • DOE Nuclear Weapons Facilities
- This product meets specific design requirements for non-safety related nuclear plant applications in Level II, III and Balance of Plant, and DOE nuclear facilities*.

* Nuclear qualifications are NRC license specific to the facility.

PERFORMANCE CHARACTERISTICS

- Designed for industrial and marine environments
- Penetrates existing, tightly adhered rust to provide a "tight" substrate prior to subsequent coats
- Can also be used as a high performance primer/sealer for masonry surfaces
- Not for immersion service
- Dry heat resistance up to 200°F (93°C)

Test Name	Test Method	Results
Critical Radiant Flux*	NFPA 253	1.02 W/cm ²
Surface Burning**	ASTM E84/NFPA 255	Flame Spread Index 15; Smoke Development Index 55
Surface Burning***	ASTM E84/NFPA 255	Flame Spread Index 20; Smoke Development Index 85

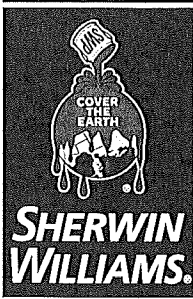
*System tested (Report No. IM54.1157-02-01):
Macropoxy 920 Pre-Prime @ 1 mil (25 microns) dft
Cor-Cote HP Epoxy @ 51 mils (1,275 microns) dft

**System tested (Report No. IM54.1157-02-01):
Macropoxy 920 Pre-Prime @ 1.1 mils (27.5 microns) dft
Macropoxy 646 @ 19.8 mils (495 microns) dft

***System tested (Report No. IM54.1157-02-01):
Macropoxy 920 Pre-Prime @ 1.2 mils (30 microns) dft
Phenicon HS Epoxy Phenolic @ 18.8 mils (470 microns) dft

Epoxy coatings may darken or yellow following application and curing.

Attachment: ERA Proposal (O-2023-82 : Bridge Painting Award)



Protective & Marine Coatings

MACROPOXY® 920 PRE-PRIME PENETRATING EPOXY PRE-PRIMER

PART A
PART B

B58T101
B58V10

TRANSPARENT
HARDENER

Revised: July 26, 2022

PRODUCT INFORMATION

4.50

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel:			
1 ct.	Macropoxy 920 Pre-Prime	1.5-2.0	(40-50)
2 cts.	Macropoxy HS	3.0-6.0	(75-150)
Steel, zinc rich primer:			
1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
1 ct.	Macropoxy 920 Pre-Prime	1.5-2.0	(40-50)
1 ct.	Macropoxy HS	3.0-6.0	(75-150)
1 ct.	Acrolon 218 HS Acrylic Polyurethane	3.0-6.0	(75-150)
Masonry and Concrete:			
1 ct.	Macropoxy 920 Pre-Prime	1.5-2.0	(40-50)
1-2 cts.	Tile-Clad Hi-Solids	2.5-4.0	(63-100)
Previously Painted Surfaces:			
1 ct.	Macropoxy 920 Pre-Prime	1.5-2.0	(40-50)

Acceptable topcoats:

Acrolon 218 HS
Pro Industrial DTM Acrylic
Epo-Plex Multi-Mil Epoxy
Hi-Solids Polyurethane
Macropoxy 646
Macropoxy HS
Sher-Cryl HPA
Sher-Loxane 800
Tile-Clad HS

FIRETEX M89/02, M90, M90/02, and M93/02:

Steel Substrates being primed for FIRETEX only:

1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
1 ct.	Macropoxy 920 Pre-Prime	1.5-2.0	(40-50)

Steel Substrates being primed for FIRETEX only:

1 ct.	Zinc Clad II	2.0-4.0	(50-100)
1 ct.	Macropoxy 920 Pre-Prime	1.5-2.0	(40-50)

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Iron & Steel: SSPC-SP2
Masonry / Concrete: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
Previously Painted: SSPC-SP1

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Rusted	D St 2	D St 2	SP 2	-
Pitted & Rusted	D St 3	D St 3	SP 3	-
Power Tool Cleaning	C St 3	C St 3	SP 3	-
Rusted	D St 3	D St 3	SP 3	-
Pitted & Rusted	D St 3	D St 3	SP 3	-

TINTING

May be shaded with up to 2 oz of Maxitoner Colorants per gallon. Not controlled for tint strength.

APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 120°F (49°C) maximum (air, surface, and material)

At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:

Part A: 3 quarts (2.8L) in a 1 gallon (3.78L) container
3 gallons (11.3L) in a 5 gallon (18.9L) container
Part B: 1 quart (0.94L) and 1 gallon (3.78L)
1 gallon (3.78L) and 4 gallons (15.1L) mixed

Weight: 8.47 ± 0.2 lb/gal ; 1.0 Kg/L, mixed

SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

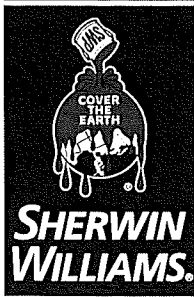
WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.



Protective EPOXY MASTIC ALUMINUM II

& Marine Coatings

PART A
PART B

B62S100
B60V100

ALUMINUM
HARDENER

Revised: August 9, 2019

PRODUCT INFORMATION

4.60

PRODUCT DESCRIPTION

EPOXY MASTIC ALUMINUM II is a high solids, aluminum filled, polyamine bisphenol A epoxy coating formulated to provide a high performance system over marginally prepared steel surfaces.

- Outstanding adhesion over marginally prepared surfaces
- Chemical and moisture barrier
- As a barrier or universal primer when applying high performance coatings over alkyds, to prevent lifting
- Low temperature application (35°F / 1.6°C)
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish:	Flat
Color:	Aluminum
Volume Solids:	80% mixed, calculated ASTM D5201
Weight Solids:	89% ± 2%, mixed
VOC (EPA Method 24): mixed	Unreduced: <180 g/L; 1.50 lb/gal Reduced 10%: <235 g/L; 1.96 lb/gal
Mix Ratio:	1:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	5.0 (125)	7.5 (188)
Dry mils (microns)	4.0* (100)	6.0* (150)
~Coverage sq ft/gal (m ² /L)	214 (5.2)	320 (7.8)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1248 (30.5)	

*See Performance Tips section

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 7.5 mils wet (188 microns):

	@ 35°F/1.6°C	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	20 hours	10 hours	4 hours	1 hour
Tack free:	60 hours	24 hours	8 hours	3 hours
To recoat:				
minimum:	4 days	24 hours	8 hours	3 hours
maximum:	1 year	1 year	1 year	1 year
To cure:	21 days	21 days	10 days	7 days
If maximum recoat time is exceeded, abrade surface before recoating.				
Drying time is temperature, humidity, and film thickness dependent.				
Pot Life:	6 hours	5 hours	3 hours	1.5 hours
Sweat-in-time:	45 minutes	30 minutes	15 minutes	10 minutes

Shelf Life:	12 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	102°F (39°C), PMCC, mixed
Reducer/Clean Up:	
Below 80°F (27°C):	Xylene, R2K4
Above 80°F (27°C):	Reducer #100, R7K100

RECOMMENDED USES

For use over marginally prepared substrates such as steel, aluminum, and galvanizing in industrial environments.

- Primer / topcoat for ferrous surfaces
- As a primer over rusted / pitted steel when abrasive blasting is not possible
- Where chemical and moisture resistance is needed in a high build coating
- Marine applications
- Storage tanks
- Refineries
- Conforms to AWWA D102 OCS #5

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP6/NACE 3

System Tested*:

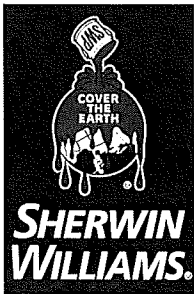
1 ct. Epoxy Mastic Aluminum II @ 5.0 mils (125 microns) dft/ct

*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	124 mg loss
Adhesion	ASTM D4541	1000+ psi
Direct Impact Resistance	ASTM D2794, 1/4" steel	160 in. lbs.
Dry Heat Resistance	ASTM D2485	200°F (93°C)
Exterior Durability	1 year at 45° South	Excellent, chalks
Flexibility	ASTM D522, 180° bend, 3/4" mandrel	Passes
Moisture Condensation Resistance	ASTM D4585, 100°F (38°C), 1500 hours	No blisters, rust, or delamination
Pencil Hardness	ASTM D3363	2H
Salt Fog Resistance	ASTM B117, 1000 hours	No blistering, cracking, softening, or delamination. No more than 1/8" rust creepage. Rating 10 per ASTM D610 for rusting.
Water Resistance	ASTM D1735, 2000 hours	No blistering, cracking, softening, or delamination. Rating 10 per ASTM D610 for rusting. Rating 10 per ASTM D714 for blistering.

Epoxy coatings may darken or yellow following application and curing.

Attachment: ERA Proposal (O-2023-82 : Bridge Painting Award)



Protective EPOXY MASTIC ALUMINUM II

& Marine Coatings

PART A B62S100
PART B B60V100

ALUMINUM
HARDENER

Revised: August 9, 2019

PRODUCT INFORMATION

4.60

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel, light/moderate service:			
1 ct.	Epoxy Mastic Aluminum II	4.0-6.0	(100-150)
Steel, severe service:			
2 cts.	Epoxy Mastic Aluminum II	4.0-6.0	(100-150)
Steel, high build epoxy topcoat:			
1 ct.	Epoxy Mastic Aluminum II	4.0-6.0	(100-150)
1-2 cts.	Tile-Clad HS Epoxy	2.5-4.0	(63-100)
Steel, acrylic latex topcoat:			
1 ct.	Epoxy Mastic Aluminum II	4.0-6.0	(100-150)
1-2 cts.	Pro Industrial DTM Acrylic Coating	2.5-4.0	(63-100)
Steel, polyurethane topcoat:			
1 ct.	Epoxy Mastic Aluminum II	4.0-6.0	(100-150)
1 ct.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Aluminum / Galvanized Metal:			
1 ct.	Epoxy Mastic Aluminum II	2.0-4.0	(50-100)

Check minimum application temperatures of primers and topcoats prior to use.

The systems listed above are representative of the product's use, other systems may be appropriate.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Iron & Steel:	SSPC-SP2
Aluminum:	SSPC-SP1
Galvanizing:	SSPC-SP1

Surface Preparation Standards					
Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE	
White Metal	Sa 3	Sa 3	SP 5	1	
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2	
Commercial Blast	Sa 2	Sa 2	SP 6	3	
Brush-Off Blast	Sa 1	Sa 1	SP 7	4	
Hand Tool Cleaning	C St 2	C St 2	SP 2		
Pitted & Rusted	D St 2	D St 2	SP 2		
Rusted	C St 3	C St 3	SP 3		
Power Tool Cleaning	Pitted & Rusted	D St 3	SP 3		

TINTING

Do not tint.

APPLICATION CONDITIONS

Temperature:	35°F (1.6°C) minimum, 120°F (49°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	
Parts A & B:	1 gallon (3.78L) and 5 gallon (18.9L) containers
Weight:	12.99 ± 0.2 lb/gal ; 1.56 Kg/L, mixed

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

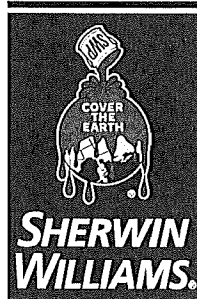
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Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: April 12, 2019

PRODUCT INFORMATION

5.22

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel:			
1 ct.	Macropoxy 646	5.0-10.0	(125-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad II Plus	3.0-5.0	(75-125)
1 ct.	Macropoxy 646	5.0-10.0	(125-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Corothane I-GalvaPac Zinc Primer	3.0-4.0	(75-100)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Epoxy Mastic Aluminum II	6.0	(150)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Concrete/Masonry:			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer	10.0-20.0	(250-500)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Aluminum/Galvanizing:			
1 ct.	DTM Wash Primer	0.7-1.3	(18-32)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)

FIRETEX ONLY:

Finish Coat for FIRETEX Hydrocarbon Systems:

1 ct. Acrolon 218 HS Polyurethane*

*Consult FIRETEX PFP Specialist for recommended dft range

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

- * Iron & Steel: SSPC-SP6/NACE 3, 1-2 mil (25-50 micron) profile
- * Galvanizing: SSPC-SP1
- * Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
- * Primer required

Surface Preparation Standards

Surface Preparation Standards				
	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC NACE
White Metal		Sa 3	Sa 3	SP 5 1
Near White Metal		Sa 2.5	Sa 2.5	SP 10 2
Commercial Blast		Sa 2	Sa 2	SP 6 3
Brush-Off Blast		Sa 1	Sa 1	SP 7 4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2 -
	Pitted & Rusted	D St 2	D St 2	SP 2 -
	Rusted	C St 3	C St 3	SP 3 -
Power Tool Cleaning	Pitted & Rusted	D St 3	D St 3	SP 3 -

TINTING

Tint Part A with Maxitoner Colorants.

- Extra white tints at 100% tint strength
- Ultradeep base tints at 150% tint strength

Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

APPLICATION CONDITIONS

Temperature:	35°F (1.7°C) minimum, 120°F (49°C) maximum (air and surface) 40°F (4.5°C) minimum, 120°F (49°C) maximum (material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	1 gallon (3.78L) mix: 5 gallon (18.9L) mix:
Part A:	.86 gal (3.25L) 4.29 gal (16.2L)
Part B:	.14 gal (0.53L) 0.71 gal (2.7L)
(premeasured components)	

Weight: 11.2 ± 0.2 lb/gal ; 1.3 Kg/L
mixed, may vary with color

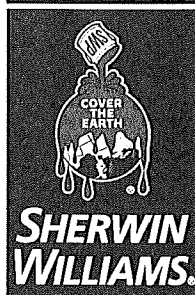
SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: April 12, 2019

PRODUCT INFORMATION

5.22

PRODUCT DESCRIPTION

ACROLON 218 HS is a polyester modified, aliphatic, acrylic polyurethane formulated specifically for in-shop applications. Also suitable for industrial applications. A fast drying, urethane that provides color and gloss retention for exterior exposure.

- Can be used directly over organic zinc rich primers (epoxy zinc primer and moisture cure urethane zinc primer)
- Color and gloss retention for exterior exposure
- Fast dry
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish:	Gloss or Semi-Gloss
Color:	Wide range of colors available
Volume Solids:	65% ± 2%, mixed, may vary by color
Weight Solids:	78% ± 2%, mixed, may vary by color
VOC (EPA Method 24):	Unreduced: <300 g/L; 2.5 lb/gal mixed Reduced 10% with R7K15: <340 g/L; 2.8 lb/gal mixed Reduced 9% with MEK, R6K10: <340 g/L; 2.8 lb/gal
Mix Ratio:	6:1 by volume, 1 gallon or 5 gallon mixes premeasured components

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112.5)	9.0 (225)
Dry mils (microns)	3.0 (75)	6.0 (150)
~Coverage sq ft/gal (m²/L)	175 (4.3)	346 (8.5)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet (150 microns):

	@ 35°F/1.7°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	4 hours	30 minutes	20 minutes
To handle:	18 hours	6 hours	4 hours
To recoat:			
minimum:	18 hours	8 hours	6 hours
maximum:	3 months	3 months	3 months
To cure:	14 days	7 days	5 days
Pot Life:	4 hours	2 hours	45 minutes

(reduced 5% with Reducer R7K15)

Sweat-in-Time: None

Drying time is temperature, humidity, and film thickness dependent. Paint temperature must be at least 40°F (4.5°C) minimum.

Shelf Life: Part A* - 36 months, unopened
Part B - 24 months, unopened
Store indoors at 40°F (4.5°C) to 100°F (38°C).

*Aluminum (Part A, Rex # B65SW655) has a shelf life of 24 months.

Flash Point: 55°F (13°C), Seta, mixed

Reducer/Clean Up:

Spray: Reducer R7K15, MEK R6K10, R7K111, Reducer #58
Brush / Roll: Reducer #132, Reducer #58, R7K111

RECOMMENDED USES

Specifically formulated for in-shop applications.

For use over prepared metal and masonry surfaces in industrial environments such as:

- Structural steel
- Rail cars and locomotives
- Conveyors
- Bridges
- Wind Towers - onshore and offshore
- Offshore platforms - exploration and production
- Suitable for use in USDA inspected facilities
- Conforms to AWWA D102 Outside Coating Systems #4 (OCS-4), #5 (OCS-5) & #6 (OCS-6)
- Acceptable for use in high performance architectural applications
- Acceptable for use over and/or under Loxon S1 and Loxon H1 Caulking
- A component of INFINITANK
- Over FIRETEX® hydrocarbon systems
- Suitable for use in the Mining & Minerals Industry
- Tank exteriors
- Pipelines
- Ships

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP10/NACE 2

System Tested*:

1 ct. Macropoxy 646 @ 6.0 mils (150 microns) dft

1 ct. Acrolon 218 HS Gloss @ 4.0 mils (100 microns) dft

*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance¹	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	43 mg loss
Adhesion³	ASTM D4541	1976 psi
Corrosion Weathering³	ASTM D5894, 27 cycles, 9072 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering
Direct Impact Resistance¹	ASTM D2794	50 in. lb.
Dry Heat Resistance¹	ASTM D2485, Method A	200°F (93°C)
Flexibility¹	ASTM D522, 180° bend, 1/8" mandrel	Passes
Humidity Resistance²	ASTM D4585, 100°F (38°C), 1500 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering
Pencil Hardness	ASTM D3363	3H
Salt Fog Resistance³	ASTM B117, 15,000 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering

Meets the requirements of SSPC Paint No. 36, Level 3 for white and light colors. Dark colors may require a clear coat.

Complies with ISO 12944-5 C5I and C5M requirements.

Footnotes:

¹ Finish coat only tested

² Primer Zinc-Clad II Plus

Intermediate Macropoxy 646

Finish Acrolon 218 HS

³ Primer Zinc-Clad III HS



Resolution No. R-2023-18 : Resolution Dissolving the GovITC Consortium

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize staff to take all actions necessary to enact the dissolution of the GovITC, pending review and approval by the Village Attorney.

ATTACHMENTS:

- 2023-0601 IT Services(DOCX)
- GovITC Resolution (DOCX)

Trustee Liaison
Cesario

Staff Contact
Brett Robinson, Finance

Monday, June 19, 2023



MEMORANDUM

DATE: June 15, 2023

TO: Dane C Bragg, Village Manager

FROM: Brett Robinson Administrative Services Manager

SUBJECT: IT Services

GovITC Status

The largest consortium member recently notified the GovITC of its intent to withdraw from the Consortium. This action has had a cascading effect, leading to the GovITC Board moving towards dissolution of the GovITC as it exists today. In general the members would like to continue to work together on joint procurement and provide mutual aid in times of need in a less formal fashion.

One piece of software is shared by all members of the Consortium and an IGA to maintain the support will be required and will terminate in March of 2025. This software is under a 3 year agreement and the costs were prepaid, no additional significant costs are expected to arise out of the dissolution.

IGA Lincolnshire

Buffalo Grove staff continues to believe joint procurement and shared services are viable solutions for local government agencies to contain costs. Due to the proximity of Lincolnshire, similar IT initiatives, similar software providers, and the FTE requirements of both Lincolnshire and Buffalo Grove, staff believe it would be in the best interests of Buffalo Grove to sign an IGA with Lincolnshire. This IGA would be very narrowly defined, requiring that both communities select the same Service Provider and the same contract term. The Terms and Conditions of the Agreement would otherwise be between the Village and the Service provider. This allows for the benefits of a shared service provider without significant restrictions otherwise.

Continued Outsourcing

In today's technologically driven environment, outsourcing IT services has become an increasingly popular practice, providing several benefits that can significantly contribute to the success of the Village. While the Village has been outsourcing these services for almost a decade, as a reminder here are some key advantages to consider:

Cost Efficiency: Outsourcing IT services has led to significant cost savings. Outsourcing eliminates the need for hiring and training in-house IT staff, which can be a costly and time-consuming process. Additionally, outsourcing allows staff to leverage economies of scale offered by IT service providers who specialize in delivering solutions to multiple clients, resulting in reduced costs per service unit. In 2013 the Village paid \$620,000.00 for in-house and contractual services. By assuming a three percent cost increase year over year, the Village could expect to pay at least \$858,225.00 in 2024 using that model of supplying service. The proposed IT Service provider contract for 2024 is \$599,148.00

Access to Expertise and Specialized Skills: IT service providers are equipped with a pool of highly skilled and experienced professionals who possess a wide range of expertise in various IT domains. By outsourcing, the Village gains access to this talent pool, which might otherwise be difficult to acquire and retain in-house. These experts can bring

fresh perspectives, best practices, and innovative solutions to our IT operations, enhancing efficiency and productivity. With more and more focus on security this outsourcing benefit becomes especially important.

Focus on Core Competencies: Outsourcing IT services enables staff to focus on core competencies and strategic goals without being burdened by the complexities of managing IT infrastructure and services internally. By entrusting IT-related tasks to external experts, staff can devote more time and resources to areas that directly contribute to improving services that directly impact residents.

Risk Mitigation and Security: As previously mentioned, IT service providers possess specialized knowledge and resources to effectively manage IT risks and security threats. They stay updated with the latest industry standards, regulations, and emerging technologies, ensuring that the Village remains compliant and secure. Moreover, the selected IT service provider is working to develop a robust disaster recovery plan, providing an added layer of protection against potential disruptions.

Enhanced Service Levels: Outsourcing IT services often comes with well-defined service level agreements (SLAs) that outline performance metrics, response times, and resolution expectations. These SLAs provide clear benchmarks for service quality, ensuring that staff receive reliable and consistent IT support. The IT service provider's performance is contractually bound, leading to increased accountability and motivation to deliver exceptional service.

Service Provider Selection

The consortium recently led an RFP to select an IT Service Provider, the RFP was written and led by Buffalo Grove staff, and contained joint procurement language. InterDev, Prescient and DeKind all were interviewed as potential candidates. Based upon pricing, industry experience, and breadth of services, Prescient and InterDev both are more than capable of providing the requested services.

Staff believes given the short time lead time to engage an IT Service Provider, significant planned projects (Network Infrastructure Improvements, Body worn Cameras, Fleet Cameras, BS&A migration, and Agenda Management transition) It is best to negotiate an agreement with the Village's current service provider(InterDev). Staff have negotiated a favorable rate, short term, and additional public safety services.

Recommendation

Staff recommends the Village Board authorize staff to dissolve the GovITC, enter into an IGA with Lincolnshire, and execute an 18 month agreement with InterDev.

ORDINANCE 2023-_____**AN RESOLUTION AUTHORIZING DISSOLUTION OF THE GOVITC**

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, Illinois, is a Member of the Government Information Technology Consortium (GovITC), an organization dedicated to information technology collaboration amongst governmental entities; and

WHEREAS, the GovITC's bylaws provide for the dissolution of the consortium under certain conditions, including but not limited to an affirmative two-thirds (2/3) vote of the entire Board; and

WHEREAS, the Village Board finds that circumstances warrant the dissolution of the Consortium in accordance with the provisions set forth in the Consortium's bylaws.

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 President and Board of Trustees of the Village of Buffalo Grove formally approve the dissolution of the GovITC, and authorize staff to take actions necessary to dissolve the GovITC including execution of Appendix A. attached hereto.

SECTION 3. In the event of dissolution, the Village of Buffalo Grove expects the GovITC Board to establish and execute procedures necessary to effect the dissolution promptly, in accordance with the bylaws' Section XIII and as described in Appendix A., attached hereto.

SECTION 4. The Village acknowledges that, upon dissolution, the remaining shared assets of the Consortium should be distributed among the then-existing Members in accordance with the Member Attrition Formula, as described in the bylaws..

SECTION 5. The Village recognizes its responsibility, in the event of dissolution, to transition software and other shared assets in the name of the Consortium to its own organization and make its information technology support backbone ready to accept the data volume and transfer of shared assets, per the Consortium's bylaws.

SECTION 6. 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 7. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Appendix A.

GOVITC INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, executed on this _____ day of _____, 2023, by and amongst the Village of Buffalo Grove, the Village of Glenview, the Village of Lake Bluff, the City of Yorkville, the Village of Lincolnshire, and the Village of Kenilworth, the current or former members of the Government Information Technology Consortium (GovITC) hereto referred to as the GovITC IGA members.

WHEREAS, the GovITC was established to pursue shared information technology initiatives for the mutual benefit of the aforementioned municipalities;

WHEREAS, a unanimous decision has been reached by the members of the GovITC to dissolve the Consortium;

WHEREAS, it is necessary to detail the obligations and responsibilities arising from the dissolution of the GovITC, ensuring equitable distribution amongst the members;

WHEREAS, the former GovITC members have the statutory authority to execute this Intergovernmental Agreement in accordance with relevant laws and regulations;

NOW, THEREFORE, acknowledging the aforementioned recitals and in consideration of the mutual promises contained herein, the GovITC IGA members agree as follows:

1. All members of the GovITC IGA affirm their commitment to honor the existing contract with Imperva, providing web application firewall software, due to expire in March 2025.
2. All GovITC IGA members agree to jointly bear the costs for tax preparation and filing for the year 2023 to be performed by Lauterbach & Amen.
3. Any remaining invoices and surplus funds will be distributed equally among the GovITC IGA members. This distribution will be monitored and properly documented to ensure transparency and fairness.
4. The members of the GovITC IGA agree to provide mutual assistance, when dealing with common vendors, maintaining good faith and cognizant of each community's resources and capabilities.

IN WITNESS WHEREOF, the Consortium members have duly executed this Agreement as of the date first above written.

Village of Buffalo Grove

Village of Glenview

Attachment: GovITC Resolution (R-2023-18 : Dissolution of the GovITC)

Village of Lake Bluff

City of Yorkville

Village of Lincolnshire

Village of Kenilworth



Ordinance No. O-2023-83 : IT Service Provider Agreement 2023-2024

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute an agreement with InterDev LLC, for IT Support Services, pending review and approval by the Village Attorney.

ATTACHMENTS:

- 2023-0601 IT Services(DOCX)
- IT Services Ordinance 2023 (DOCX)
- Professional Services Agreement 2023-IT Final (DOCX)

Trustee Liaison
Cesario

Staff Contact
Brett Robinson, Finance

Monday, June 19, 2023



MEMORANDUM

DATE: June 15, 2023

TO: Dane C Bragg, Village Manager

FROM: Brett Robinson Administrative Services Manager

SUBJECT: IT Services

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fresh perspectives, best practices, and innovative solutions to our IT operations, enhancing efficiency and productivity. With more and more focus on security this outsourcing benefit becomes especially important.

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Recommendation

Staff recommends the Village Board authorize staff to dissolve the GovITC, enter into an IGA with Lincolnshire, and execute an 18 month agreement with InterDev.

ORDINANCE 2023-____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH INTERDEV LLC, FOR IT SUPPORT SERVICES

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute the attached agreement with the InterDev LLC, for IT Support Services, pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: IT Services Ordinance 2023 (O-2023-83 : IT Service Provider Agreement)

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is dated as of the _____ day of _____ 20__ (**"Agreement"**) and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation (**"Village"**) and the Service Provider identified in Subsection 1 (A) 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. SERVICE PROVIDER.

A. Engagement of IT Service Provider. The Village desires to engage the IT Service Provider otherwise known as "Service Provider" identified below to provide all necessary Information Technology Services and to perform the work in connection with the project identified below:

Company. ("Service Provider") InterDev, LLC
Street: 900 Holcomb Woods Pkwy, Ste 100
City, State, Zip: Roswell, GA 30076
Telephone: 770-643-4400
Email: gnichols@interdev.com

B. Project Description. The Service Provider shall provide Information Technology Services for the Village of Buffalo Grove.

C. Representations of Service Provider. The Service Provider has submitted to the Village a description of the services to be provided by the Service Provider, a copy of which is attached as Exhibit B to this Agreement ("Scope of Work and SLA's"). The Service Provider represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the IT Services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting/IT firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Service Provider.** The Village retains the Service Provider to perform, and the Service Provider agrees to perform, the Services.
- B. **Services.** The Service Provider shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Service Provider 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 Service Provider shall diligently and continuously prosecute the Services until the completion of the Work.,
- D. **Reporting.** The Service Provider shall regularly report to the Administrative Services Director ("Director"), 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 A, unless amended pursuant to Subsection 8 (A) 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 A. 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 Service Provider 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 Service Provider 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 Service Provider wishes to make a claim for additional compensation as a result of action taken by the Village, the Service Provider 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 Service Provider, the Service Provider 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. **Escalation.** The Service Provider shall receive a 2.5% cost increase on 1/1/2024. Subsequent annual requests for an increase in price shall not exceed 5.0%. Written requests for price revisions to the "Services/Project Position Rates" shall be submitted at least sixty (60) calendar days in advance of the annual Agreement period. The Village reserves the right to reject a proposed price increase and terminate the Agreement.
- F. **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 Service Provider.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services, which acceptance shall not be unreasonably withheld or delayed.

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 Service Provider. The Key Project Personnel shall not be changed without the Village's prior written approval.
- B. **Availability of Personnel.** The Service Provider shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Service Provider 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 Service Provider 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.
- C. **Approval and Use of Subcontractors.** The Service Provider 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 in writing. All subcontractors and subcontracts used by the Service Provider shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Service Provider 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 Service Provider. For purposes of this Agreement, the term "Service Provider" shall be deemed also to refer to all subcontractors of the Service Provider, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Service Provider shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Service Provider shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of 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.
- E. **Non-Solicitation, Non-Hire.** The Village agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Village shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Service Provider without the express written consent of the Service Provider. In the event that the Village breaches the non-solicitation clause stated above and hires an employee or contractor of the Service Provider without obtaining the Service Provider's prior written consent, the Village agrees to pay a recruiting fee to the Service Provider. The recruiting fee shall be equal to 20% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever is greater. This fee is payable within thirty (30) days from the date of the employee's or contractor's employment commencement with the Village. The Village shall promptly notify the Service Provider in writing upon extending an offer of employment to any employee or contractor of the Service Provider. The notification should include details of the employment offer, including the position, start date, compensation package, and any other relevant terms. This non-solicitation, non-hire clause and the associated recruiting fee shall apply to any employee or contractor of the Service Provider, whether introduced to the Village by the Service Provider or identified independently by the Village during the term of this Agreement and the one (1) year following its termination. In the event that any provision of this non-solicitation, non-hire clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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 Service Provider from a source other than the Village prior to the time of disclosure of said information to the Service Provider 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 Service Provider or the Village; or (iv) to have been supplied to the Service Provider 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 Service Provider.** The Service Provider 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 Service Provider shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Service Provider shall use reasonable measures, at least as strict as those the Service Provider uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Service Provider to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Village as a third party beneficiary.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Service Provider warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **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 Service Provider as the result of the execution of this Agreement.
- C. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.
- D. **Indemnification.** The Service Provider shall, without regard to the availability or unavailability of any insurance, either of the Village or the Service Provider, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Service Provider's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Service Provider, except to the extent caused by the sole negligence of the Village. The Service Providers maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Service Provider as required under the terms of this Agreement.

SECTION 6. WARRANTY: INDEMNIFICATION: INSURANCE (cont.)

- E. **Insurance.** Contemporaneous with the Service Provider's execution of this Agreement, the Service Provider shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Section 6 (F) to this Agreement. For good cause shown, the Administrative Services Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Service Provider shall, at all times during the term of this Agreement, maintain and keep in force, at the Service Provider's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6 (A), Warranty of Services, of this Agreement.
- F. **Insurance Requirements.** Service Provider shall procure and maintain, for the duration of the Agreement 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 Service Provider, his agents, representatives, employees or subcontractors.

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

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

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

- 1) Commercial General Liability: \$1,500,000 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 \$3,000,000 or a project/contract specific aggregate of \$1,500,000.
- 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 Service Provider 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 Service Provider; products and completed operations of the Service Provider; premises owned, leased or used by the Service Provider; or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Service Provider'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 in excess of Service Provider'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 Service Provider's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Service Provider'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 Service Provider 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 Service Provider 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 Agreement by any act or omission, including, but not limited to:
 - a. Allowing work by Service Provider 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

Service Provider 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

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

I. Assumption of Liability

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

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 the Service Provider for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Service Provider'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 Service Provider's employee.

K. Failure to Comply

In the event the Service Provider 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 Service Provider.

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 Agreement, 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 Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Service Provider 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 and defense 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.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The Service Provider 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 Service Provider; or (ii) to create any relationship between the Village and any subcontractor of the Service Provider.
- B. **Conflict of Interest.** The Service Provider represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Service Provider or this Agreement; (2) as of the date of this Agreement neither the Service Provider nor any person employed or associated with the Service Provider has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Service Provider nor any person employed by or associated with the Service Provider shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Service Provider represents and certifies that the Service Provider 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 Service Provider is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Service Provider 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 Service Provider has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Service Provider 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 Service Provider 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 may terminate this Agreement for its convenience at any time upon 120 calendar days' prior written notice to the Service Provider. The Service Provider may terminate this Agreement for its convenience at any time upon 120 calendar days' prior written notice to the Village. Upon the Agreement's expiration or termination by either Party, the Service Provider shall be required to abide by the Transition cooperation obligations as set forth in Section 9. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within twenty (20) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Service Provider 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 A.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

F. **Term.** Subject to earlier termination as set forth herein, the initial term of this Agreement commences on the Effective Date and remain in effect for 18 months (the "Initial Term"). The Initial Term may be extended by successive two (2) year periods or for any other period as mutually agreed to by the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term. At the end of any Term the Village reserves the right to extend this Agreement for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new Agreement.

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

Service Provider 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 Service Provider'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 it should appear at any time that the Service Provider 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 Service Provider'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 Service Provider.** The Village may require the Service Provider, 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 Service Provider 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 Service Provider, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Service Provider or as a result of actions taken by the Village in response to any Event of Default by the Service Provider.

SECTION 7. SERVICE PROVIDER 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 Service Provider or with any vendor solicited or recommended by the Service Provider.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Service Provider to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Service Provider, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Service Provider in the performance of the Services, including meeting with the Service Provider and providing the Service Provider with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Service Provider's performance of the Services. The Service Provider agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Service Providers engaged by the Village.
- L. **News Releases.** The Service Provider shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager or designee. 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. **Intellectual Property.** The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images provided by the Village to the Service Provider for use in performing the Services created by Service Provider are the sole and exclusive property of the Village. The Service Provider acknowledges that this Agreement is not a license to use the Village's Materials except as needed to perform the Services hereunder. If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of the Village, the Service Provider shall obtain a license for the Village to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of the Village. It is expressly understood that, excluding the Village Materials and Third-Party Materials, the Village and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.
- N. **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 Service Provider 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 Service Provider shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.

SECTION 7. SERVICE PROVIDER AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Favorable Terms.** Service Provider represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by the Service Provider to Local Government agencies within a 15-mile radius with a center point of 50 Raupp Blvd Buffalo Grove IL 60089.

Should Service Provider enter into any subsequent agreement with any Local Government agency described above, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Service Provider shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Service Provider shall amend this Agreement to contain the more favorable terms and conditions.

- P. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Local Government agencies, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Local Government agency and the Service Provider. The Service Provider agrees that the Village shall not be responsible in any way for purchase orders or payments made by other Local Government agencies. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Local Government agencies during the extended term of this Agreement.

The Service Provider and other Local Government agencies may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other Local Government agency.

The Service Provider shall provide other Local Government agencies with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional agency as an additional insured

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 Service Provider 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.

SECTION 8. GENERAL PROVISIONS (cont.)

- 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 Section 8 (D) shall not control with respect to the manner of communications utilized by the Service Provider 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: pbrankin@vbg.org

With a copy to

Law Firm.
 Street
 City, State, Zip
 Attention:
 Email:

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

Company. ("Service Provider") InterDev, LLC
 Street: 900 Holcomb Woods Pkwy, Ste 100
 City, State, Zip: Roswell, GA 30076
 Attention: Gary Nichols
 Email: gnichols@interdev.com
 cc: agreements@interdev.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 Service Provider 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 Service Provider 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. **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.
- N. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement 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 Agreement 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.
- O. **Business Hours and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “Business Hours” shall mean Monday – Friday 8:00 AM to 5:00 PM. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or Village Holiday as published by the Village of Buffalo Grove, then the notice of obligation may be given or performed on the next business day after that Saturday, Sunday, or Village recognized holiday.
- P. **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.)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Agreement, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

SECTION 9. TRANSITION COOPERATION

Upon expiration or termination of this Agreement in accordance with Section 7 (E), the Service Provider shall take all necessary actions to ensure an orderly and efficient transition of Services to the Village or another third-party service provider (the "Transition"), as outlined by items (a) – (f), below:

- A. Throughout the Transition Period, which shall be defined as 90 calendar days after the effective date of (i) expiration of the Agreement or (ii) termination of the Agreement by either Party, the Service Provider will continue to perform the Services in accordance with the terms of the Agreement and all exhibits hereto.
- B. As part of the Transition, all Village owned equipment or property provided to the Service Provider under the Agreement shall be turned in to the Village, as applicable, upon completion of Transition approval, and shall remain with the Village thereafter. Village Equipment includes, but is not limited to: computers, laptops, monitors, personal electronic devices (PEDs), flash and external hard drives, employee ID badges, software and software licensure, and any other items as deemed appropriate by the Village.
- C. Transition of Intellectual Property shall abide by guidelines outlined in Section 7 (N) of this Agreement.
- D. As part of the Transition, various user account accesses and authorizations must be created and disabled. Current Service Provider personnel possess user accounts and access necessary for Agreement deliverables. The employees of another third-party service provider will be granted access on the first day of the Transition Period. During the Transition Period, at a date determined by the Village, the Service Provider, and a new third-party provider (if applicable), all new access and new passwords will be activated. All Service Provider user accounts will then be disabled.

SECTION 9. TRANSITION COOPERATION (cont.)

- E. Knowledge transfer will occur over the entirety of the Transition Period. Knowledge transferring will take place via various methods, and will encompass a variety of topics including, but not limited to: organizational structure, and processes, network infrastructure, network security, virtualization, disaster recovery, third-party software providers, records- management systems, database tasks and activities, service-level requirements, customer service requirements, documentation requirements, server structure and integrity, website and SharePoint systems, and all other topics, hardware, software as deemed necessary by the Village.
- F. The Village will make the determination of when the Transition is completed in its sole discretion, and will provide a formal, written acceptance indicating such. Once the Transition has been formally accepted, all supporting documentation will be signed and accepted by the Parties. Following these approvals and signatures, the Transition will be considered complete. Notwithstanding the foregoing, the Village may, in its sole discretion, determine that the Transition is complete prior to the end of the Transition Period as set forth in Section 9 (A), above ("Early Determination"), and if the Village provides written notice of such Early Determination to the Service Provider, then the Transition Period shall end as of the date of such notice.

Acknowledgement.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
Agreed Upon Pricing Structure**

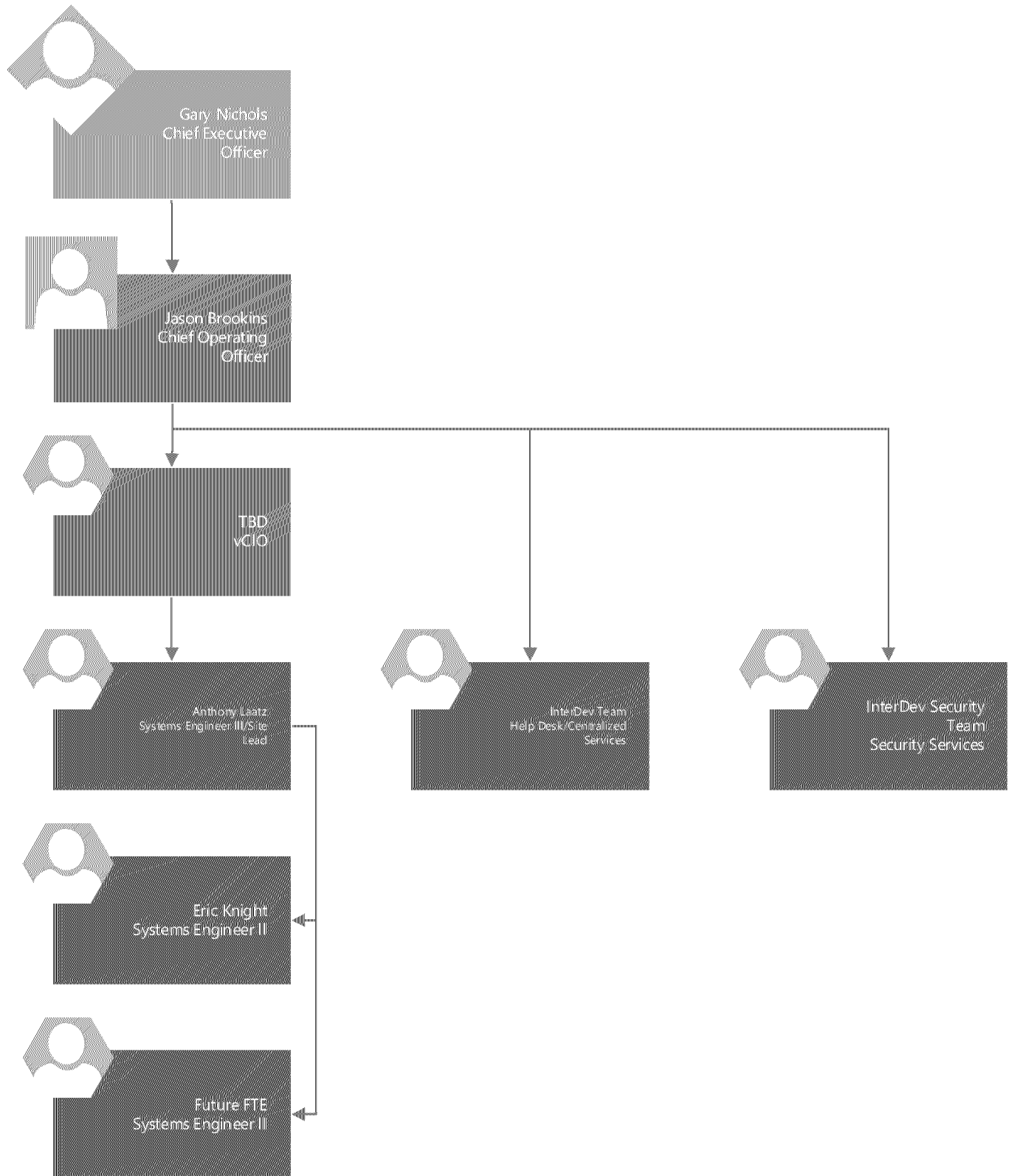
Service Provider shall complete the below cost matrix. Provide a Job Title or Position name and attach a description of the work to be performed by that position. Provide an organizational chart describing the structure and for all positions proposed. Provide a Full Time Equivalent (FTE) allotted to that position with one (1) being a full-time employee and one tenth (0.1) being a position that provides support the equivalent of 1 day every two weeks. Provide the name of the person filling the onsite position. If the responsibilities of an FTE onsite position are to be split by two or more people then provide all names and the FTE each will provide. If a position is remote no onsite assigned personnel data is required simply note that the position is remote by marking an X in that column.

Base FTE Services

Position/Job Title	FTE	Onsite Assigned Personnel	Remote	Cost per Month
Systems Engineer III	1	Anthony Laatz	N	\$18,688.00
Systems Engineer II	1	Eric Knight	N	\$14,625.00
Systems Engineer II	0.4	Rami Mohammed	N	\$5,850.00
Help Desk + Centralized Services	0.5	N/A	Y	\$6,216.00
Security Services	0.1	N/A	Y	\$1,706.00
vCIO	0.1	N/A	Y	\$2,844.00
Total Monthly Cost				\$49,929.00
Total Annual Cost				\$599,148.00

Optional Extra FTE Services

Position/Job Title	FTE	Onsite Assigned Personnel	Remote	Cost per Month
Systems Engineer II (Optional)	0.6	Rami Mohammed	N	\$8,775.00



System Engineer III

Essential Responsibilities

Mentor, monitor, delegate, and act as a point of escalation for their Technical Support Team to promote success and standardization of processes.

Provide leadership and directly manage the team's resources, which includes team direction, day-to-day activities, setting team priorities and workflows for the day/week, team processes, coaching, and mentoring.

Identify areas of improvement and assist with the creation and implementation of best practices and policies for the Support Services Department.

In collaboration with Service Delivery Management, administer employee performance reviews.

Approve PTO and Expense requests; manage work schedule and coverage calendar for the team.

Provide IT support relating to escalated issues with the internal systems and network infrastructure.

Provide administration of support services for Microsoft-related technologies including Windows Server, Exchange, SQL, SharePoint, and Microsoft Office Suite 365.

Perform Microsoft Office 365 migrations

Provide administration of support services for virtualization technologies including VMware, ESXi, HyperV, and Windows Server optimization.

Design and implement at the network level: WAN and LAN connectivity, routers, firewalls, wireless VLAN routing and switching, and firewall security.

Design and provide administration of hosted and cloud solutions for customers utilizing technologies that meet their requirements.

Timely and effective administration and maintenance of remote access solutions including VPN, terminal services, updates to agent scripts, responding to alerts, monitoring dashboard, and performing periodic system review.

Produce documentation in an accurate and timely manner for system maintenance, network architecture, and knowledge base / best practices for all computer systems and network infrastructure.

Timely and effective communication with customers including incident progress statuses, updates, and notifications of impending changes or planned outages.

System Engineer II

Essential Responsibilities

IT Support relating to issues with the internal systems and network infrastructure.

Support services (including applications deployment, Active Directory, server optimization) for Microsoft-related technologies: Windows Server, Exchange, SQL, Microsoft Office Suite 365, etc.

Support services for virtualization technologies including VMware and Hyper-V applications.

Assist with management at the network level: WAN and LAN connectivity, routers, firewalls, wireless VLAN routing and switching, and firewall security.

Assist with the administration of hosted and cloud solutions for customers utilizing technologies that meet their requirements.

Assist with implementation of disaster recovery solutions.

Timely and effective administration and maintenance of remote access solutions including VPN, terminal services, updates to agent scripts, responding to alerts, monitoring dashboard, and periodic system reviews.

Produce documentation in an accurate and timely manner for system maintenance, network architecture, and knowledge base / best practices for all computer systems and network infrastructure.

Timely and effective communication with customers including incident progress statuses and updates as well as notifications of impending changes or planned outages.

Virtual Chief Information Officer

Essential Responsibilities

Serve as strategist, partner, advisor, and visionary to government clients in designing and implementing custom solutions that align with technology strategy and service needs.

Develops business case justifications and cost/benefit analyses for IT spending and initiatives.

Performs on-site client site visits on a weekly basis.

Benchmark, analyze, and report on results and trends in service, tools, and technology; proactively plan changes and improvements, long-term sustainability, and government business growth.

Oversee and lead special projects throughout the project lifecycle for government clients.

Work with the Business Development team providing accurate scope of work, cost estimates, and information for Government RFP responses; serve as the subject matter expert for government proposals.

Preserve government client assets and assure business continuity by overseeing and cocreating disaster recovery, backup procedures, information security, and control structures in collaboration with the internal Security team.

Create estimates, reports, and data analysis in response to client requests for information to support their technology needs.

Create and manage budgets that meet profitability, contractual, and performance KPIs for government clients.

Assist with vendor, supplier, and consultant agreements on behalf of the client as requested.

Develops policies, procedures, knowledge base materials, training, workflow, and automation to drive success for government team members.

Manage and facilitate performance and technical skills development of direct reports by effectively communicating expectations, cross-training, setting individual goals, conducting annual performance reviews and performance improvement plans, and providing creative and motivational team-building opportunities.

Facilitate orientation, training, and mentoring of new and existing direct reports.

Define and ensure implementation of IT policies, procedures, and best practices throughout the government team.

Successfully assess the knowledge, skills, and abilities of government team members to ensure InterDev technical staff is matched appropriately with client needs.

Drive quality of service by establishing and enforcing organizational standards.

Verify and authenticate technology application results directing system audits of technologies implemented as needed.

Maintain professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; benchmarking state-of-the-art practices; participating in professional societies.

EXHIBIT B SCOPE OF SERVICES

- 1) **General Purpose:** The purpose of this agreement is for the Village of Buffalo Grove (Village) to enter an agreement with the Service Provider for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Service Provider will identify opportunities for continued development and enhancement.

The Village may be sharing management, development, maintenance expertise and staffing with other local government agencies.

The Service Provider shall provide minimum staffing as described in Exhibit A in order to fulfill the Base Services described herein and the SLA requirements as described in Exhibit B-1.

The Service Provider is the Service Provider for the Village Base IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity. The Service Provider will facilitate and manage resource, cost, and technical innovation for the Village.

- 2) **Confidentiality:** Village documents provided to prepare the contract may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of the Village.
- 3) **Service Types:** The Service Provider will provide and support three (3) service types. The three (3) services types are as follows:
- A. **Base Services:** Services include, but are not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, Strategic Planning Report Development, and Management/Administrative functions. Please see Base Services table below.
 - i. Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7.

Base Service	Service Description
Acquisition and Procurement	A service supporting the request, configuration, and procurement of various technical devices, software, and other related services.
Application Configuration Deployment	See Configuration Management
Asset Tracking	See Configuration Management
Break Fix Maintenance	Hardware and related software support when a device has failed. Includes the repair or replacement of the failing device.
Capacity Management	Manage the throughput of all related local and wide areas network to ensure there is enough capacity to support all business requirements.
Change Management	The process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services. Change management is responsible for managing all changes to the production environments of any GovITC member.
Configuration Management	The process responsible for ensuring that the assets required to deliver services are properly controlled, and that accurate and reliable information about those assets is available when and where it is needed.
Data Center Support	Support of Acquisition, Configuration, Network, Storage, Battery backups, repair services for data center related devices, software, and IT services.
Deployment	The activity responsible for movement of new or changed hardware, software, documentation, processes, and the like into the production environment.
Disposition	The organized process of disposing of any end of life device, capability, or asset.
Facilities Infrastructure	Infrastructure support for any facilities that are used to deliver any IT service to a GovITC member to ensure the agreed availability, capacity, and physical security are maintained.
Image Management	Manage the approved image for each device type this includes software version control.
Incident Management	The process responsible for managing the lifecycle of all incidents. Incident management ensure that normal service operation is restored as quickly as possible and the business impact is mimimized.
IT Budgeting	Budgeting assistance to all GovITC members relating to estimated costs, proactive fund allocation, and project pricing based on defined scope and requirements.
IT Planning and Documentation	Assistance planning and documenting any new, changed, or modified IT services.
Knowledge Management	The process responsible for sharing perspectives, ideas, experience and information, and for ensuring that these are available in the right place and at the right time.
Monitoring Management	The process responsible for managing the repeated observation of a configuration item (CI) IT service, or process to detect events and to ensure that the current status is known.
Network Support	Support of the local and wide areas networks to ensure the agree availability, capacity, security and access are managed and maintained.
Operating System	Operating system and patch deployment and upgrades of workstations, servers, and network devices.
Patching Updates	Managing patch update that include: maintaining current knowledge of available patches; deciding what patches are appropriate for particular systems; ensuring that patches are installed properly; testing systems after installation; and documenting all associated procedures, such as specific configurations required.
Physical Security	Ensure physical security by integrating people, place, process and technology.
Problem Management	The process responsible for managing the lifecycle of all problems. Problem management proactively prevents incidents from happening and minimized the impact of incident that cannot be prevented.
Server Support	Server hardware, operating systems, and application software that resided on the service per agreement.
Service Desk	A single point of contact between the IT support provider and the users. A typical service desk manages incidents and service requests, and also handles communication with the users.
Software Version Control	Process of keeping a software system consisting of many versions and configurations well organized and up to date.
Strategic Planning	Assistance with near and long term planning within the scope of the services provided by the vendor.
Vendor Management	Management of the vendor's engagement via one or more dedicated resources.
Voice and Conferencing Support	Management and support of all voice and audio conferencing services delivered to any GovITC Member.
Wireless Support	Manage and support any current or future wireless networks. This includes availability, capacity, access, and security.

- B. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by the Village, reviewed by Service Provider, Scope of Work Developed, and pricing provided by Service Provider.

The Service Provider shall deliver to the Village recommended projects for the next calendar year by June 1 each calendar year. Using the Service Provider's recommendations, or developed independently, The Service Provider shall receive from the Village a list of Base and Planned Projects for the next calendar year no later than July 1 each calendar year. The Village's project list may be developed independently from the Service Provider, or in partnership with the Service Provider. The Service Provider shall submit to the Village a schedule of pricing by August 1. The Village and the Service Provider shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects schedule will be complete by October 31 of the calendar year. The Village may elect to suspend or reduce the SLA requirements to complete projects in a timely fashion.

- a. Projects that take less than 40 hours to complete shall be completed as though that project was a Base Service at no extra cost to the Village.
- b. Projects that clearly exceed 40 hours to complete must be presented in writing in a form acceptable to the Village and the Service Provider and the Village shall agree to pricing and the Village shall authorize work prior to InterDev beginning said Project.
- c. Projects that were estimated to take 40 hours or less time but do not shall be treated as follows.
 - i. Projects that exceed 40 hours of time due to unforeseen circumstances by InterDev and through no fault of the Village will be treated as those described in (a.) above.
 - ii. Projects that exceed 40 hours of time due to change orders requested by the Village but do not exceed a 20% increase in hours required to complete the project will only be billed the balance of time more than 40 hours.
 - iii. Projects that exceed 40 hours of time due to change orders requested by the Village and exceed an increase of 20% in the hours required to complete the project will be billed for the entirety of the work.
- d. The Village retains the right to suspend or reduce any SLA for the Service Provider to complete an agreed upon project. Notice of this waiver will be communicated to the Service Provider in writing and shall also include the duration of the suspension of SLAs

Change Orders

Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided (Exhibit C.). To facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. The affected Municipality's representative will review requests.

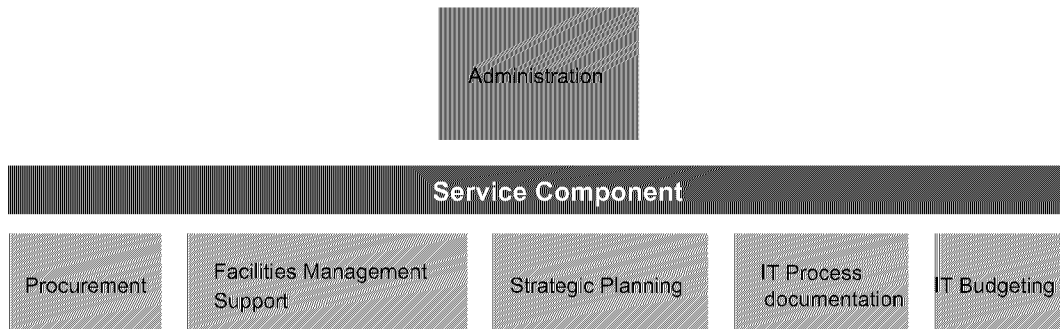
Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

A written Change Order must be issued by the affected Municipality's representative prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

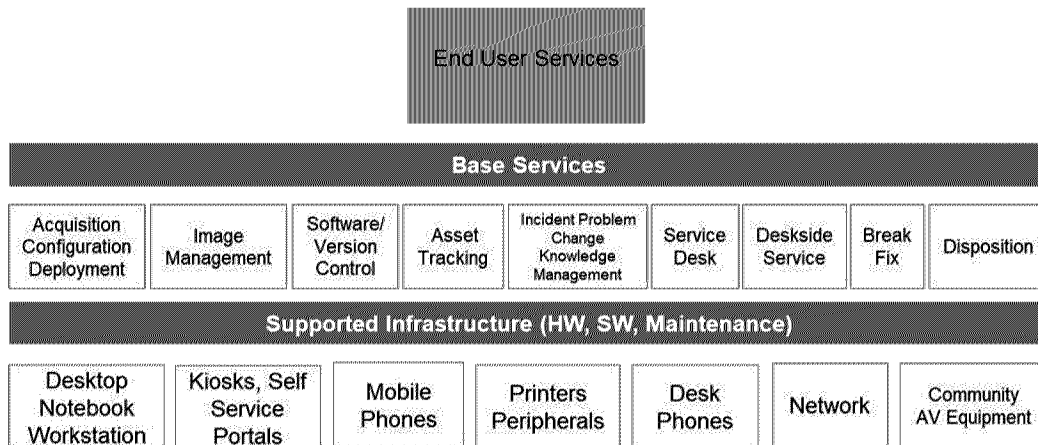
- C. **Optional Services:** May include a unique service needed by the Village, and therefore does not fit in with the Base Services. It would include those projects where the Village seeks a competitive procurement process.

- 4) **Base Service Categories:** The Service Provider will support five (5) Base Service categories associated with each Base Service type. The five (5) Base Service categories are as follows:

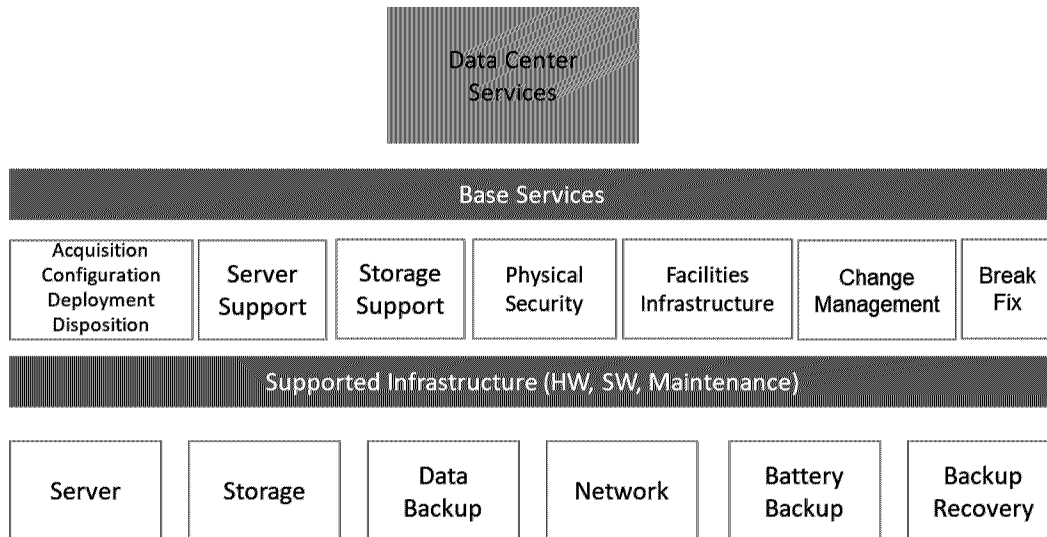
- A. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and Process Documentation, Regulatory Compliance, and IT Budgeting. Please see below. Proposer will provide an IT Manager to manage staffing resources, provide reports and manage projects.
- a. **Process Documentation:** These services shall include:
 - i. Document all standard operational, maintenance, and emergency operations processes (SOPs, MOPs, and EOPs).
 - ii. The documented processes shall reside on the Village Network and shall be the property of the Village



- B. **End User Services:** These services include but are not limited to: Hardware acquisition, User Addition, Password Management, Configuration, Deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Workstation Security Patching, Anti-virus Coverage, Phishing Training, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk. Please see below.



- C. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support(On Premise and Cloud), Storage Support(On Premise and Cloud), Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix. Please see below.

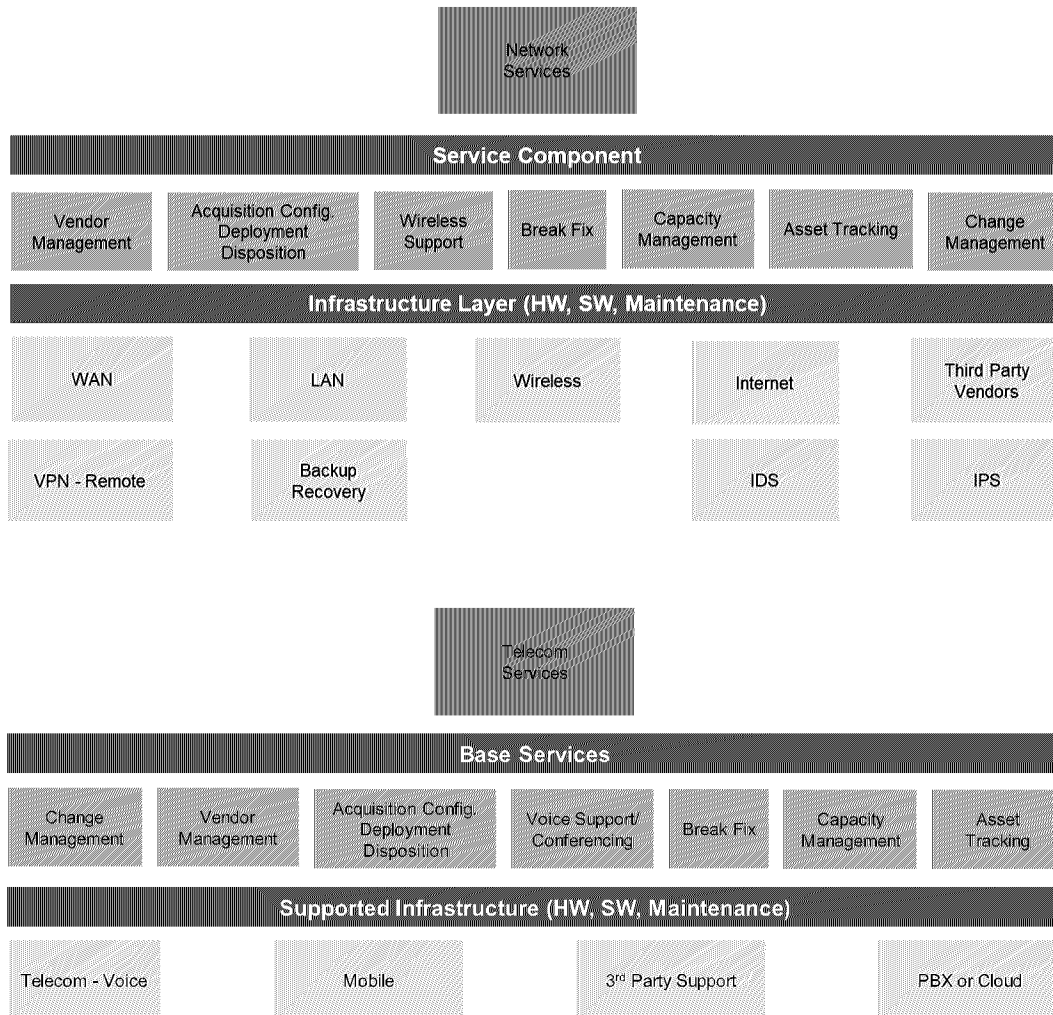


Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.

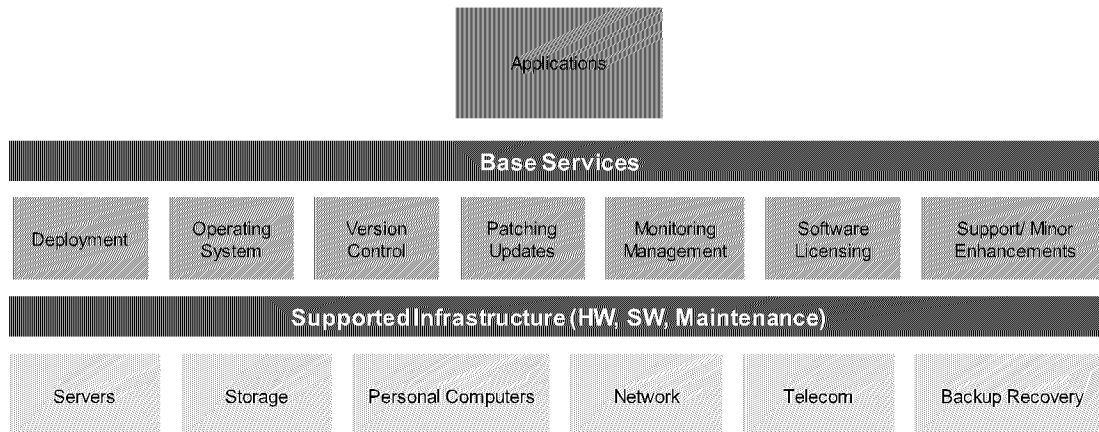
The Service Provider is responsible for installing, operating, and monitoring the backup and recovery systems for all Village IT assets that permit the Service Provider to continue services within a reasonable period following a disaster or outage.

Disaster Recovery Plan. The Service Provider shall create and maintain a Disaster Recovery Plan for the Village in accordance with cyber liability insurance requirements. At a minimum, the plan shall be verified via functional tests every other year, and with tabletop tests on alternate years.

- D. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Network and Endpoint Security, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix. Please see below.



- E. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, Service Provider Managed Cloud Services Availability, and Software Licensing. Please see below.



- 5) **Service Pricing** – Exhibit A details the pricing for the Base Level Services that the Service Provider will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
- A. Management and Administration
 - B. End User Services
 - C. Data Center Services
 - D. Network and Telecom Services
 - E. Applications Support
- 6) **Facilities and Equipment** – The Village is willing to provide the Service Provider with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. The rate structure extended to The Village is contingent of these provisions for the Service Provider. Facilities and equipment include, but are not limited to the following:
- A. Office space for the Service Provider staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours and shall be kept clean and organized at all times.
 - B. Furnishings include adequate desk(s), shelving, and seating for the Service Providers staff.
 - C. A telephone line and phone to originate and receive outside calls.
 - D. A network connection with adequate speed and access to the Internet.
 - E. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.

- 7) **Live Dashboard**- The Service Provider shall deploy, manage, and maintain a live dashboard (the "Dashboard") for the Client, subject to the following terms and conditions:
- A. **Deployment:** The Service Provider shall deploy the Dashboard for the Village within a period not exceeding one (1) month from the effective date of this Agreement. The Dashboard shall include all SLA data; help desk ticket details including the submitter, date submitted, ticket description, and Service Provider notes as well as agreed-upon features/capabilities as specified by the Village in writing.
 - B. **Data Accuracy and Update Frequency:** The Service Provider shall ensure that the Dashboard reflects accurate data with a minimum accuracy level of ninety-nine percent (99%). The Dashboard shall be updated with near-real-time data, with an update frequency of no less than every fifteen (15) minutes or as otherwise agreed upon in writing by the parties.
 - C. **Customization and Maintenance:** The Service Provider shall customize and maintain the Dashboard according to the Village's requirements, in accordance with the agreed upon SLA.
 - D. **User Training and Support:** The Service Provider shall provide the Village's designated users with annual training on the use and functionality of the Dashboard. The Service Provider shall also provide ongoing support for the Village's users in relation to the Dashboard throughout the term of this Agreement.
- 8) **Termination** – The Village can terminate this Agreement at its convenience upon 120 calendar days written notice.

EXHIBIT B-1

SERVICE LEVEL AGREEMENT (SLA) AND PENALTIES

A Service Level Agreement (SLA) is an agreement between two parties for the delivery of specified services by a supplier/vendor to another party/user (Village), which may also be referred to in this documentation as the “Client”. It is effectively an agreement the parties have designed, negotiated, and agreed upon to identify and measure the services to be provided. It is a signed comprehensive document specifying the terms and conditions under which the service delivery is accomplished and defines the terms between any internal or external service providers.

All parties must clearly understand their respective roles and responsibilities with respect to the delivery of the services and this information is included in the SLA document. The common attributes include:

- Defines the village and the supplier/vendor
- Defines the terms and basis under which the Services will be delivered
- States how the Service performance levels are to be measured.
- Provides a framework for the relationship between the Supplier and the Village.
- Specifies the Services to be delivered in the Service Catalog
- Specifies the services which are classified as a Project

The Agreement also holds the Service Provider accountable for the quality and performance levels of the services and the service availability.

The following pages contain the SLA's, key metrics for the service within the Service Catalog (Exhibit B) attached to this Agreement and will be reported to the Village based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting and provided to the Village if those metrics are reportable by the service provider.

- Service Types shaded blue are provided by the vCIO
- Service Types Shaded green are provided by the Security Service team
- A Critical Incident is defined as an unexpected event or situation that has a major impact on the normal functioning of an IT system or service. It usually involves the interruption or degradation of a critical IT service, resulting in a severe disruption of business operations or customer experience. Critical Incidents shall be exempt from the business hour restriction on SLAs and shall be addressed immediately and work shall continue until the Critical Incident is resolved.

The following events shall be excluded in calculating Uptime SLA:

- Planned maintenance windows, InterDev shall provide advance notice of maintenance via email.
- Any unavailability caused by circumstances beyond InterDev's reasonable control, including without limitation, unavailability due to Customer or its Users' acts or omissions, a Force Majeure Event, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by the village.
- Problems/Issues that are awaiting a response from a 3rd party vendor (i.e., Tyler Technologies) stops the SLA clock. InterDev will continue to communicate and work with the 3rd party vendor until the issue is resolved.

Service Types	Service Level Agreements	Response Times	Reported
Server/Storage/Network Support <i>(Critical Incident)</i>	Priority Level: Critical	Response: 15 Minutes Temporary Resolution: 2 hours Permanent Resolution 48 hours. <i>Minimum SLA Compliance: 95%</i>	Monthly
PC Hardware Incident Support <i>Standard support for hardware issues related to Standard, Power Mobile users including network printers and MFD.</i>	Priority Level: High	Response: 30 Minutes Resolution: 8 hours <i>Minimum SLA Compliance: 90%</i>	Monthly
Desk-side Application Incident Support <i>Production Impaired Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.</i>	Priority Level: High	Response: 30 Minutes Resolution: 4 hrs. <i>Minimum SLA Compliance: 90%</i>	Monthly
Desk-side Application Incident Support <i>Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.</i>	Priority Level: Medium	Response: 1 hrs. Resolution: 8 hrs. <i>Minimum SLA Compliance: 90%</i>	Monthly
Desk-side Application Incident Support <i>General Assistance: Application or personal procedure unusable, where a workaround is available, or a repair is possible.</i>	Priority Level: Low	Response: 4 hrs. Resolution: 16 hrs. <i>Minimum SLA Compliance: 90%</i>	Monthly

Service Types	Service Level Agreements	Response Times	Reported
Mobile Application Incident Support <i>Standard support for software and operating system issues related to Mobile users.</i>	Priority Level: High	Response: 30 Minutes Resolution: 16 hours <i>Minimum SLA Compliance: 90%</i> <i>(Note: In rare cases return to operation may include loaner, replacement or other work around which provides functionality)</i>	Monthly
Server/Storage/Network Support <i>Production Impaired: An Error that causes major functionality of Software to be inhibited, but the Error does not materially disrupt Client's business.</i>	Priority Level: High	Response: 30 Minutes Resolution: 4 hours. <i>Minimum SLA Compliance: 90%</i>	Monthly
Server/Storage/Network Support <i>Production Inhibited: An Error that inhibits a feature of the Software, but the Error does not materially disrupt business</i>	Priority Level: Medium	Response: 2 hours. Resolution: 10 hours. <i>Minimum SLA Compliance: 90%</i>	Monthly
Server/Storage/Network Support <i>General Assistance: Either a "how to" question, an Error that is minor or cosmetic in nature, or, an enhancement to be considered for development.</i>	Priority Level: Low	Respond: 8 hours Resolution: Agreed upon between parties, Typically Best Effort <i>Minimum SLA Compliance: 90%</i>	Monthly

Service Types	Service Level Agreements	Response Times	Reported
New User Addition <i>Adding a new user to the computing environment that would include creating an active directory and email account and setting up the primary device that the user would be using.</i>	Service Request (No Priority Level)	Respond: 8 hours Normal Resolution: 16 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i>	Monthly
Password Reset <i>Changing an end user password to re-enable access to organizational resources (I.e., email).</i>	Service Request (No Priority Level)	Respond: 1 hour Normal Resolution: 4 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i>	Monthly
User Server Access and/or similar Change <i>Granting access to organizational shared resources (I.e., SharePoint, shared drives).</i>	Service Request (No Priority Level)	Respond: 1 hour Normal Resolution: 4 hrs. Escalated Resolution: 2 hrs. <i>Minimum SLA: 90%</i>	Monthly
All other requests <i>Refers to any other requests that do not fall into any other SLA category.</i>	Service Request (No Priority Level)	Respond: 8 hours Normal Resolution: Scheduled Escalated Resolution: Scheduled Minimum SLA: Delivered when committed by vendor, 90% of committed time	Monthly

Service Types	Service Level Agreements	Response Times	Reported
Server Patching (Critical and Security Patches) *Legacy servers and/or applications that cannot be patched because of a lack of 3rd party support are exempt from SLA. <i>Refers to applying security and software updates to the physical and within the virtual environment</i>	<i>Service Request (No Priority Level)</i>	99% of server where patching is enabled are fully patched.	Monthly
Workstation Patching (Critical and Security Patches) <i>Refers to applying security and software updates to the endpoint devices (PC hardware).</i>	<i>Service Request (No Priority Level)</i>	97% of workstations where patching is enabled are fully patched.	Monthly
Workstation Endpoint Detection and Response (EDR) Coverage <i>All devices on the local network shall have EDR agent installed and configured.</i>	<i>Service Request (No Priority Level)</i>	97% of workstations with up-to-date coverage.	Monthly
Server Endpoint Detection and Response (EDR) Coverage <i>All servers on the local network shall have an EDR agent installed and configured.</i>	<i>Service Request (No Priority Level)</i>	99% of servers with up-to-date coverage.	Monthly

Service Types	Service Level Agreements	Response Times	Reported
System Uptime <i>System uptime used as a measure of computer <u>operating system</u> reliability or stability, in that this time represents the time a computer can be left unattended without crashing.</i>	Service Request (No Priority Level)	Critical systems have an uptime of 99%	Quarterly
Server Data Backups <i>Server data backups refer to the backup job reporting as successfully completed.</i>	Service Request (No Priority Level)	95% of all server backups are completed successfully	Quarterly
Customer Satisfaction Survey <i>Refers to the user satisfaction with IT services feedback campaign that InterDev will provide as part of the vCIO services.</i>	Service Request (No Priority Level)	Will be released annually no later than at the end of the second quarter of the calendar year.	Annual
Vulnerability Scan <i>Refers to network scanning that identifies weaknesses in an information system, system security procedures, internal controls, or implementation that could be exploited by a threat source.</i>	Medium	To be performed annually no later than at the end of the third quarter of the calendar year.	Annual

Service Types	Service Level Agreements	Response Times	Reported
Vulnerability Scan Remediation <i>Refers removing cybersecurity threat(s) by patching or fixing weaknesses that are detected in assets, networks, and applications.</i>	Varies	Critical: Resolution 48 hours High: Resolution 80 hours Medium: Resolution 30 days Low: Resolution 90 days	Annual
Security Policy Test <i>Refers to the testing of any security policies enacted in order to make the data environment more secure.</i>	Medium	To be performed annually no later than at the end of the third quarter of the calendar year.	Annual
Security Policy Remediation <i>Refers to the implementation of any security policies created and tested in order to make the data environment more secure.</i>	Medium	Resolved 90 calendar days after Security Policy Test	Annual
Service Provider Managed Cloud services availability <i>Refers to any cloud-based environment that is managed by InterDev directly and does not apply to 3rd party vendor application SaaS environments.</i>	High	Response Time: 30 minutes Resolution Time: 4 hours Compliance: 99.5% uptime	Monthly
New Device Configuration Management(Desktop, Tablet, Laptop, Phones) <i>Refers to the configuration and installation of new computing devices.</i>	Low	Response Time: 8 hours Resolution Time: 60 hours Compliance: 90% of configurations completed within SLA times	Monthly

Service Types	Service Level Agreements	Response Times	Reported
IT Asset Disposal <i>Refers to the removal of IT assets from the end user's office or work area.</i>	Low	Response Time: 24 hours Resolution Time: 160 hours Compliance: 92% compliance with disposal policies	Quarterly
Service Provider Forecasting <i>Refers to the quarterly workplan that InterDev will provide the village as part of the vCIO service delivery.</i>	Low	Response Time: 24 hours Resolution Time: 160 hours Compliance: quarterly work plan	Quarterly
Service Provider Assessment <i>Refers to the annual vCIO assessment and compliance audit that will include the planning of future projects or complex IT activities (i.e., recommended replacement of firewalls or core routing and switching equipment)</i>	Low	Response Time: 24 hours Resolution Time: 120 hours Compliance: Annual assessment and work plan completion	Annually
5 year Strategic Plan <i>Refers to the development of and subsequent revisions to a Strategic Plan, this document should inform the development of the Project Plan</i>	Medium	To be provided annually no later than March 1 of each year.	Annual
Project Plan <i>Refers to the development of a project plan for projects to be performed in the following fiscal year.</i>	Medium	To be provided annually no later than June 1 of each year.	Annual
Disaster Recovery Plan <i>Refers to the development of and subsequent revisions to a Disaster Recovery and Incident Response Plan</i>	Medium	To be provided annually no later than November 1 of each year. Plan should be tested no less than every other year.	Annual

Service Types	Service Level Agreements	Response Times	Reported
Live Dashboard Implementation <i>Refers to the dashboard provided within InterDev's work management platform that provides detailed statistics and ticketing information.</i>	High	Response Time: 24 hours Resolution Time: 160 hours Compliance: Successful deployment of a live dashboard with agreed-upon features and capabilities	On Completion
Live Dashboard Data Accuracy and Update Frequency <i>Refers to the accuracy of the information presented on the dashboard.</i>	High	Response Time: 30 minutes Resolution Time: 4 hours Compliance: 99% data accuracy and near-real-time data update frequency (e.g., every 15 minutes)	Monthly
Live Dashboard Customization and Maintenance <i>Refers to InterDev's ability to change or modify what information is presented in the dashboard and how it visually appears.</i>	Low	Response Time: 8 hours Resolution Time: 40 hours Compliance: 90% of dashboard customization and maintenance requests completed within SLA times	Monthly

SLA Penalty

Four or More	10% Total Monthly Invoice	During the subsequent month if the service levels are met, the original penalty amount is paid to the Service Provider. In no case shall the Service Provider be paid back the penalty amount more than 3 (three) times in one contract year.
Two or Three	5% Total Monthly Invoice	

**Penalties may be waived at the discretion of the Village*

Exhibit C. Change Order

Project Name _____ Change Order Number _____

Project Number _____ Date _____

The Project is altered as follows:

The original Project Amount was \$ _____

Amount altered by previous Change Order \$ _____

The Project Amount prior to this Change Order \$ _____

The Project Amount will be (increased, decreased)
by this Change Order in the amount of \$ _____

The new Project Amount including this Change Order \$ _____

Original Project Completion Date _____

Days altered by previous Change Order _____ Calendar Days

The Project Time/Completion Date will be
(increased, decreased) by _____ Calendar Days

The new Project Completion Date _____

Accepted by:

Service Provider

Printed Name

Signature

Title

The Village of Buffalo Grove

Printed Name

Signature

Title



Ordinance No. O-2023-84 : IGA with Lincolnshire - IT Services

Recommendation of Action

Staff recommends approval

Staff recommends the Village Board authorize the Village Manager to execute an intergovernmental agreement with Lincolnshire, for purposes of sharing an IT service provider to reduce contract costs, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- 2023-0601 IT Services(DOCX)
- Lincolnshire IGA Ordinance (DOCX)
- Lincolnshire IGA IT Services (DOCX)

Trustee Liaison

Cesario

Staff Contact

Brett Robinson, Finance

Monday, June 19, 2023



MEMORANDUM

DATE: June 15, 2023

TO: Dane C Bragg, Village Manager

FROM: Brett Robinson Administrative Services Manager

SUBJECT: IT Services

GovITC Status

The largest consortium member recently notified the GovITC of its intent to withdraw from the Consortium. This action has had a cascading effect, leading to the GovITC Board moving towards dissolution of the GovITC as it exists today. In general the members would like to continue to work together on joint procurement and provide mutual aid in times of need in a less formal fashion.

One piece of software is shared by all members of the Consortium and an IGA to maintain the support will be required and will terminate in March of 2025. This software is under a 3 year agreement and the costs were prepaid, no additional significant costs are expected to arise out of the dissolution.

IGA Lincolnshire

Buffalo Grove staff continues to believe joint procurement and shared services are viable solutions for local government agencies to contain costs. Due to the proximity of Lincolnshire, similar IT initiatives, similar software providers, and the FTE requirements of both Lincolnshire and Buffalo Grove, staff believe it would be in the best interests of Buffalo Grove to sign an IGA with Lincolnshire. This IGA would be very narrowly defined, requiring that both communities select the same Service Provider and the same contract term. The Terms and Conditions of the Agreement would otherwise be between the Village and the Service provider. This allows for the benefits of a shared service provider without significant restrictions otherwise.

Continued Outsourcing

In today's technologically driven environment, outsourcing IT services has become an increasingly popular practice, providing several benefits that can significantly contribute to the success of the Village. While the Village has been outsourcing these services for almost a decade, as a reminder here are some key advantages to consider:

Cost Efficiency: Outsourcing IT services has led to significant cost savings. Outsourcing eliminates the need for hiring and training in-house IT staff, which can be a costly and time-consuming process. Additionally, outsourcing allows staff to leverage economies of scale offered by IT service providers who specialize in delivering solutions to multiple clients, resulting in reduced costs per service unit. In 2013 the Village paid \$620,000.00 for in-house and contractual services. By assuming a three percent cost increase year over year, the Village could expect to pay at least \$858,225.00 in 2024 using that model of supplying service. The proposed IT Service provider contract for 2024 is \$599,148.00

Access to Expertise and Specialized Skills: IT service providers are equipped with a pool of highly skilled and experienced professionals who possess a wide range of expertise in various IT domains. By outsourcing, the Village gains access to this talent pool, which might otherwise be difficult to acquire and retain in-house. These experts can bring

fresh perspectives, best practices, and innovative solutions to our IT operations, enhancing efficiency and productivity. With more and more focus on security this outsourcing benefit becomes especially important.

Focus on Core Competencies: Outsourcing IT services enables staff to focus on core competencies and strategic goals without being burdened by the complexities of managing IT infrastructure and services internally. By entrusting IT-related tasks to external experts, staff can devote more time and resources to areas that directly contribute to improving services that directly impact residents.

Risk Mitigation and Security: As previously mentioned, IT service providers possess specialized knowledge and resources to effectively manage IT risks and security threats. They stay updated with the latest industry standards, regulations, and emerging technologies, ensuring that the Village remains compliant and secure. Moreover, the selected IT service provider is working to develop a robust disaster recovery plan, providing an added layer of protection against potential disruptions.

Enhanced Service Levels: Outsourcing IT services often comes with well-defined service level agreements (SLAs) that outline performance metrics, response times, and resolution expectations. These SLAs provide clear benchmarks for service quality, ensuring that staff receive reliable and consistent IT support. The IT service provider's performance is contractually bound, leading to increased accountability and motivation to deliver exceptional service.

Service Provider Selection

The consortium recently led an RFP to select an IT Service Provider, the RFP was written and led by Buffalo Grove staff, and contained joint procurement language. InterDev, Prescient and DeKind all were interviewed as potential candidates. Based upon pricing, industry experience, and breadth of services, Prescient and InterDev both are more than capable of providing the requested services.

Staff believes given the short time lead time to engage an IT Service Provider, significant planned projects (Network Infrastructure Improvements, Body worn Cameras, Fleet Cameras, BS&A migration, and Agenda Management transition) It is best to negotiate an agreement with the Village's current service provider(InterDev). Staff have negotiated a favorable rate, short term, and additional public safety services.

Recommendation

Staff recommends the Village Board authorize staff to dissolve the GovITC, enter into an IGA with Lincolnshire, and execute an 18 month agreement with InterDev.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH LINCOLNSHIRE FOR SELECTION OF A SHARED IT SERVICES PROVIDER

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

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 intergovernmental agreement with the Lincolnshire Illinois, for selection of a shared IT service provider and joint procurement of hardware and software, pending 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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Lincolnshire IGA Ordinance (O-2023-84 : IGA with Lincolnshire - IT Services)

INTERGOVERNMENTAL AGREEMENT FOR A SHARED IT SERVICE PROVIDER

This Intergovernmental Agreement ("Agreement") is entered into on this [date], by and between [the Village of Buffalo Grove], hereinafter referred to as "Buffalo Grove," and [the Village of Lincolnshire], hereinafter referred to as "Lincolnshire." Collectively, Buffalo Grove and Lincolnshire shall be referred to as the "Parties."

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Buffalo Grove and Lincolnshire are local government agencies seeking to optimize resources, increase efficiency, and enhance service delivery by sharing an IT service provider; and

WHEREAS, both Parties recognize the cost savings and benefits of collaborating and jointly procuring IT services through a shared IT service provider;

NOW, THEREFORE, the Parties agree as follows:

Purpose and Scope

1.1 The purpose of this Agreement is to establish a framework for Buffalo Grove and Lincolnshire to share the procurement for IT services and select a common IT service provider.

1.2 The procurement of shared IT services may include, but are not limited to, hardware, software, infrastructure management, application support and maintenance, network services, data center operations, and technical support.

1.3 Parties agree to select one IT Service Provider for the same contract term. The Parties shall be responsible for payment and performance of their own particular agreement with the IT service provider.

IT Service Provider

2.1 The Parties agree to engage InterDev as the shared IT service provider, responsible for delivering the agreed-upon IT services.

2.2 InterDev shall adhere to the terms and conditions specified in the individual Agreements with each Party and any additional service level agreements or contracts established between the Parties and the service provider.

Dispute Resolution

3.1 In the event of a dispute or conflict arising under this Agreement, the Parties shall make reasonable efforts to resolve it amicably through negotiation or other agreed-upon dispute resolution methods.

Duration and Termination

4.1 This Agreement shall remain in effect so long as all parties continue to select the same IT Service Provider with the same contract term.

4.2 Any Party may opt to terminate their involvement in this Agreement with 90 days prior written notice prior to the end of a contract term.

Village of Buffalo Grove

Name

Signature

Date

Village of Lincolnshire

Name

Signature

Date



Ordinance No. O-2023-85 : Ordinance Authorizing an Amendment to the Frederick Quinn Corporation Contract Establishing a Guaranteed Maximum Price for Construction Improvements to the New Public Works Facility

Recommendation of Action

Staff recommends approval.

Staff has reviewed the recommendation for award for the 28 separate construction trade contracts for the new Public Works facility. Based on the scope of construction improvements to be made, staff supports Frederick Quinn Corporation's recommendation to incorporate these contracts into the Guaranteed Maximum Price. Staff recommends approval of the amendment to the Frederick Quinn Corporation contract to establish a Guaranteed Maximum Price of \$17,967,980. Within the Guaranteed Maximum Price, is \$804,923 in project contingency, which will only be utilized by approval of the Village Manager. Execution of the amendment is subject to the final review of the Village Attorney.

ATTACHMENTS:

- New Public Works Facility Memo (PDF)
- Public Works Facility GMP Ordinance (DOCX)
- A133 Exhibit A GMP_6.15.23 (PDF)
- BP1 Award Recommendation Letter 061423R1(PDF)
- 6.14.23 Buffalo Grove GMP Budget_Rev Clean PageBreaks (PDF)

Trustee Liaison
Stein

Staff Contact
Jim Warnstedt, Public Works

Monday, June 19, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 15, 2023

TO: Dane Bragg, Village Manager

FROM: Jim Warnstedt, Assistant Director of Public Works

SUBJECT: Amendment to the Frederick Quinn Corporation Contract to Establish a Guaranteed Maximum Price for Construction Improvements

RECOMMENDATION

Staff has reviewed the recommendation for award for the 28 separate construction trade contracts for the new Public Works facility. Based on the scope of construction improvements to be made, staff supports Frederick Quinn Corporation's recommendation to incorporate these contracts into the Guaranteed Maximum Price. Staff recommends approval of the amendment to the Frederick Quinn Corporation contract to establish a Guaranteed Maximum Price of \$17,967,980. Within the Guaranteed Maximum Price is \$804,923 in project contingency.

BACKGROUND

Property Acquisition

On May 10, 2022, the Village Board approved an Ordinance authorizing the execution of an Agreement of Purchase and Sale (PSA) to purchase certain property commonly described as 1650 Leider Lane to serve as the new Public Works Facility. The existing building is a 173,000 square foot warehouse located on 9.5 acres. The cost of acquisition included a purchase price of \$13.15 million and associated closing costs to total \$13.45 million. Formal action to close on the property took place on August 15, 2022.

Design and Approach

Since the Village purchased the property in 2022, staff has worked closely with our design team to develop a design that would improve the Public Works operations as well as provide an improved facility for the foreseeable future. As part of the design process, the team went through two iterations of value engineering which developed a strategic approach to operational improvements and promote a logical construction methodology. This resulted in savings of \$3.6 million.

Frederick Quinn Corporation Contract

At the March 20, 2023 Village Board meeting, an agreement was approved to formally contract with Frederick Quinn Corporation for Construction Manager at Risk services pertaining to construction improvements. The agreement is under AIA Document A201-2017 which is an industry accepted practice for establishing bid and award practices for construction under the development of a Guaranteed Maximum Price (GMP).

Frederick Quinn Corporation is contractually bound to delivering a substantially complete project in 12 months. Their schedule begins when a building permit is issued, which has already been through a first round of review. Staff anticipated the building permit to be issued within the next 30 days.

Bid Process

On April 3, 2023, the Village advertised 29 bid packages which ranged from demolition to painting to asphalt paving. These 29 packages represented all the improvements required to the facility at to make it the new home of the Village's Public Works Department. On April 23, 2023 and May 1, 2023 the bid packages were opened with significant interest in the project, which was demonstrated by the 128 total bids received.

In order to further refine those bids, staff recommended rejecting 12 of those packages at the May 15, 2023 Village Board meeting so that Frederick Quinn and staff could negotiate directly with the bidders in those trades. Following that process, a GMP of \$17,967,980 was developed without substantively changing the expected function or use of the building. One of the bid packages will not be pursued through the GMP but will be as a Request for Proposal under the Owner Supplied items as a more favorable financial route. This cooperative effort with Frederick Quinn and its potential subcontractors led to the development of logical construction processes being developed that established savings across all bid packages.

Guaranteed Maximum Price (GMP)

As part of the contract with Frederick Quinn Corporation, staff is requesting that the Board approve the attached amendment following the bidding process to establish the Guaranteed Maximum Price. This document establishes a collective price for the 28 trade packages that were bid out for subcontracting with Frederick Quinn Corporation. Additionally, within the GMP are the general conditions, insurance, fees and bonds as well as a project contingency.

The breakdown of those costs are as follows:

Item	Cost
Construction Costs	\$16,098,468
Project Contingency	\$804,923
General Conditions	\$330,000
Insurance (0.85%)	\$146,484
Construction Fee (0.25%)	\$434,497
P&P Bond (0.75%)	\$133,608
Pre-Construction Fees	\$20,000
Guaranteed Maximum Price	\$17,967,980

Frederick Quinn is at risk for any additional construction costs as a result of the construction management.

Contingency Management

The project contingency of \$804,923 will be used for construction issues that arise during the project, and will be reviewed by staff and ultimately approved by the Village Manager. Frederick Quinn will be responsible to provide a monthly progress report on the project, detailing any approved or anticipated uses of contingency. This report will be shared with the Village Board and, if warranted, significant potential uses of the contingency will be reported to the Village Board as soon as practicable.

In addition, the Village Board will periodically ratify the approved uses of contingency to ensure transparency and project tracking, reducing potential cost overruns over the life of the project. Any unused contingency is retained by the Village and available for use in other facility projects.

Total Project Costs

When the Village explored the acquisition of 1650 Leider Lane, considerations were made to what a new construction improvement would be in comparison. Staff estimates that a new facility would cost approximately \$63 million for acquisition, site improvements and building construction. The total cost of improvement for the Village at 1650 Leider is as follows:

Item	Cost
Acquisition	\$13,450,000
Design Costs	\$1,000,000
Construction GMP	\$17,967,980
Owner Supplied Items	\$1,200,000
Total Project Costs	\$33,617,980

Through the adaptive building reuse approach, the Village has effectively saved over \$29 million as part of the overall facility improvement plans. 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.

NEXT STEPS

During 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.

ORDINANCE 2023-_____

An Ordinance authorizing the Village President to execute an Amendment to the contract with Frederick Quinn Corporation establishing a Guaranteed Maximum Price of \$17,967,980 for the new Public Works Facility located at 1650 Leider Lane, Buffalo Grove, IL.

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

WHEREAS, the Village sought out companies qualified to provide the requested services and materials for the development of a new public works facility at 1650 Leider Lane, Buffalo Grove, IL (the "Project"); and

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

WHEREAS, pursuant to a previously executed agreement with Frederick Quinn Corporation ("FQC"), FQC has agreed to be a construction manager at risk for the Project with a Guaranteed Maximum Price for the Project; and

WHEREAS, FQC and the Village have completed a procurement process, as authorized by the Village Board, for the Project resulting in the recommendation of the award of 28 separate construction trade contracts as set forth on Exhibit A attached hereto and resulting in the Guaranteed Maximum Price of \$17,967,980.

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

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

SECTION 2. The Village Board accepts the recommendation for the award for 28 separate construction trade contracts. (As set forth on Exhibit A)

SECTION 3. The Village President is authorized to execute an Amendment to the contract with Frederick Quinn Corporation establishing a Guaranteed Maximum Price of \$17,967,980 for the new Public Works Facility located at 1650 Leider Lane, Buffalo Grove, IL. (As set forth on Exhibit A)

SECTION 4. Due to the size and scope of the Project, a contingency fund of \$804,923 is included in the Guaranteed Maximum Price, and shall only be used with the prior written approval of the Village Manager. In addition, and notwithstanding any language of the Village Code to the contrary, the Village Manager is authorized to execute any and all change orders requiring the expenditure of any portion of the contingency fund, so long as the contingency fund amount is not exceeded.

SECTION 5. 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 6. This Ordinance shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2023
APPROVED: _____, 2023

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 19th day of June in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of March in the year 2023 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Public Works Facility Adaptive Refuse
1650 Leider Lane
Buffalo Grove, IL 60089

THE OWNER:

(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Frederick Quinn Corporation
103 S. Church Street
Addison, IL 60101

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Init.

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User Notes:

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seventeen Million, Nine Hundred Sixty Seven Thousand Nine Hundred and Eighty dollars (\$ 17,967,980.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See attached spreadsheet dated June 14, 2023

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See attached spreadsheet dated June 14, 2023	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See attached spreadsheet dated June 14, 2023		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Receipt of Building Permit

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Twelve (12) calendar months from the date of commencement of the Work.

☐ By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

See Attached document Index, plus the following addenda that were issued:

Document	Title	Date	Pages
Addenda	#1	04.10.23	
Addenda	#2	04.17.23	
Addenda	#3	04.18.23	
Addenda	#4	04.20.23	
Addenda	#5	04.24.23	

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attached document Index, plus the following addenda that were issued::

Document	Title	Date	Pages
Addenda	#1	04.10.23	
Addenda	#2	04.17.23	
Addenda	#3	04.18.23	
Addenda	#4	04.20.23	
Addenda	#5	04.24.23	

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attached document Index, plus the following addenda that were issued::

Init.

Document	Title	Date	Pages
Addenda	#1	04.10.23	
Addenda	#2	04.17.23	
Addenda	#3	04.18.23	
Addenda	#4	04.20.23	
Addenda	#5	04.24.23	

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

No specific plan other than the products identified in the drawings and specifications.

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

See attached spreadsheet dated June 15, 2023.

Item	Price
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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Init.

Jack Hayes, President/CEO

(Printed name and title)

Attachment: A133 Exhibit A GMP_6.15.23 (O-2023-85 : Guaranteed Maximum Price for New Public Works Facility)

Init.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 19:58:32 ET on 06/14/2023 under Order No.4104238845 which expires on 01/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

June 14, 2023

Mr. Brett Robinson
Administrative Services Director
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

RE: Village of Buffalo Grove
New Public Works Facility
Award Recommendations
FQC #566

Dear Mr. Robinson:

On April 25, 2023, and May 1, 2023 bids were received for twenty-nine (29) trade packages with a total of 128 individual bids received. The public bid opening for BP# 1 followed legal advertisement for bids on April 3, 2023, a pre-bid meeting on April 13, 2023, and issuance of electronic invitations to bid from Frederick Quinn Corporation to over 900 trade contractors.

The purpose of this letter is to provide a summary of the bids received and to recommend award of trade contracts to the low responsive, responsible contractors for their respective bid packages. There are a total of 28 bid packages being recommended for award. One bid package (BP#1-12 Window Treatments) will be contracted by the Village separately. The bid tallies for these packages are attached.

After the receipt of bids, scope review meetings were held with the apparent low bidders by FQC. Following the review with the bidders FQC is recommending award of the trade contracts to the low responsive and responsible bidder in the bid packages that have been accepted by the Village and award of trade contracts to those contractors that were able to provide the most savings to the Village for those packages that were rejected. The summary and award recommendations are as follows:

1. **Bid Package #1-02 Selective Demolition** - Five (5) Bids were received. Break Thru Enterprises, Inc. of Lombard, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-02 be awarded to Break Thru Enterprises, Inc. for the base bid award and VE credit of \$77,000.00 for a total award amount of Two Hundred Thousand Dollars (\$200,000.00).**
2. **Bid Package #1-03 Cast-In Place & Site Concrete** - Four (4) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Parkway Forming, Inc. of South Elgin, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-03 be awarded to Parkway Forming, Inc. for a total award amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00).**
3. **Bid Package #1-04 Masonry** – Eleven (11) Bids were received. Illinois Masonry Corporation of Buffalo Grove, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-04 be awarded to Illinois Masonry Corporation for the base bid award, Alternate #1-04-01 deduct of \$60,610.00 and VE credits of \$2,250.00 for a total award amount of Seven Hundred Seventy-Eight Thousand Three Hundred Seventy-Seven Dollars (\$778,377.00).**
4. **Bid Package #1-05 Structural Steel & Metals** - Two (2) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. McKinney Steel & Sales, Inc of Zion, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-05 be awarded to McKinney Steel & Sales, Inc for a total**

Mr. Brett Robinson
 Village of Buffalo Grove
 June 14, 2023
 Page 2

award amount of One Million One Hundred Thirty-Two Thousand Six Hundred Forty Dollars (\$1,132,640.00).

5. **Bid Package #1-06a – Carpentry/General Trades** – Seven (7) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Hargrave Builders of South Elgin, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented **We recommend that BP #1-06a be awarded to Hargrave Builders for a total award amount of Four Hundred One Thousand Two Hundred Fifty Dollars (\$401,250.00).**
6. **Bid Package #1-06b – Casework** – Five (5) Bids were received. Hargrave Builders of South Elgin, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-06b be awarded to Hargrave Builders for the base bid award for a total award amount of Eighty-Eight Thousand Six Hundred Fifty Dollars (\$88,650.00).**
7. **Bid Package #1-07a – Sealants** – One (1) Bid was received. Bofo Waterproofing Systems of Oak Lawn, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-07a be awarded to Bofo Waterproofing Systems for the base bid award, Alternate #1-04-01 deduct of \$9,500.00 and fire caulking VE credit of \$12,830.00 for a total award amount of Twenty-Nine Thousand Two Hundred Dollars (\$29,200.00).**
8. **Bid Package #1-07b – Roofing & Sheetmetal** – Three (3) Bids were received. Weatherguard Roofing of Elgin, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-07b be awarded to Weatherguard Roofing for the base bid award and VE credit of \$ 26,450.00 for a total award amount of One Hundred Ninety-Three Thousand Five Hundred Fifty Dollars (\$193,550.00).**
9. **Bid Package #1-08a – Doors, Frames & Hardware** – Three (3) Bids were received. Anderson Lock Company, Ltd. of Des Plaines, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-08a be awarded to Anderson Lock Company, Ltd. for the base bid award and VE credit of \$2,000.00 for a total award amount of Two Hundred Fifty-Six Thousand Nine Hundred Dollars (\$256,900.00).**
10. **Bid Package #1-08b – Sectional Doors** – Three (3) Bids were received. United Door and Dock of Glendale Heights, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-08b be awarded to United Door and Dock for the base bid award and VE credit of \$3,000.00 for a total award amount of One Hundred Seventy-Five Thousand Nine Hundred Dollars (\$175,900.00).**
11. **Bid Package #1-08c – Aluminum, Glass & Glazing** – Three (3) Bids were received. The low as read bidder for this bid package was Illinois Architectural Glass & Aluminum LLC of Lake Forest, IL. A scope review with Illinois Architectural Glass revealed that an error had been made with their bid, and they have subsequently withdrawn their bid. LS Glass, LLC of Chicago, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-08c be awarded to LS Glass, LLC for the base bid award and VE credit of \$750.00 for a total award amount of One Hundred Sixty-Four Thousand Two Hundred Fifty Dollars (\$164,250.00).**
12. **Bid Package #1-09a – Drywall & Framing** – Six (6) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. OPC Construction, Inc. of Wood Dale, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-09a be awarded to OPC Construction, Inc for a total award amount of Seven Hundred Twenty-Three Thousand Dollars (\$723,000.00).**
13. **Bid Package #1-09b – Tile** – Five (5) Bids were received. Northern Illinois Terrazzo & Tile of Rockford, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-09b be awarded to Northern Illinois Terrazzo & Tile for the base bid**

Mr. Brett Robinson
 Village of Buffalo Grove
 June 14, 2023
 Page 3

award and VE credit of \$11,400.00 for a total award amount of One Hundred Fifty-Nine Thousand Seven Hundred Dollars (\$159,700.00).

14. **Bid Package #1-09c – Acoustical Ceilings**– Four (4) Bids were received. E&K of Chicago of Elmhurst, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-09c be awarded to E&K of Chicago for the base bid award and VE credit of \$15,500.00 for a total award amount of One Hundred Forty-Three Thousand Five Hundred Six Dollars (\$143,506.00).**
15. **Bid Package #1-09d – Fluid Applied Flooring** – Two (2) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Artlow Systems, Inc of Woodstock, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-09d be awarded to Artlow Systems, Inc. for a total award amount of Two Hundred Thirteen Thousand Five Hundred One Dollars (\$213,501.00).**
16. **Bid Package #1-09e – Resilient Flooring** – Eight (8) Bids were received. TSI Commercial Floor Covering, Inc. of Champaign, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-09e be awarded to TSI Commercial Floor Covering, Inc.. for the base bid award and a VE credit of \$9,475.00 for a total award amount of Two Hundred Six Thousand Five Hundred Eighty-Five Dollars (\$206,585.00).**
17. **Bid Package #1-09f – Painting** – Five (5) Bids were received. MS Sebastian Painting, Inc. of Chicago, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-09f be awarded to MS Sebastian Painting, Inc. for the base bid award and a VE credit of \$15,500.00 for a total award amount of Two Hundred Forty-Six Thousand Four Hundred Twelve Dollars (\$246,412.00).**
18. **Bid Package #1-10– Lockers** – Two (2) Bids were received. The Larson Equipment & Furniture Company of Schaumburg, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-10 be awarded to The Larson Equipment & Furniture Company for the base bid award and a VE credit of \$360.00 for a total award amount of Ninety-Six Thousand Nine Hundred Eighty Dollars (\$96,980.00).**
19. **Bid Package #1-13 – Pre-Engineered Salt Dome** – One (1) Bid was received. Bulk Storage Inc. of Beecher, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-13 be awarded to Bulk Storage Inc. for the base bid award and VE credit of \$10,000.00 for a total award amount of Three Hundred Eighty Thousand Four Hundred Forty-Six Dollars (\$380,446.00).**
20. **Bid Package #1-14 – Elevator** – Two (2) Bids were received. Schindler Elevator Corporation of Itasca, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #1-14 be awarded to Schindler Elevator Corporation for the base bid award for a total award amount of Ninety-Eight Thousand Seven Hundred Dollars (\$98,700.00).**
21. **Bid Package #1-21 – Fire Protection** – Three (3) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Absolute Fire Protection of Rockford, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-21 be awarded to Absolute Fire Protection, Inc. for a total award amount of One Hundred Ninety-Five Thousand Seven Hundred Dollars (\$195,700.00).**
22. **Bid Package #1-22 – Plumbing** – Seven (7) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Jensen's Plumbing & Heating, LLC. of Woodstock, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-22 be awarded to Jensen's Plumbing & Heating, LLC. for a total award amount of Nine Hundred Two Thousand Nine Hundred Dollars (\$902,900.00).**

Mr. Brett Robinson
 Village of Buffalo Grove
 June 14, 2023
 Page 4

23. **Bid Package #1-23 – HVAC** – Six (6) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Amber Mechanical Contractors, Inc. of Northbrook, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-23 be awarded to Amber Mechanical Contractors, Inc. for a total award amount of Two Million Nine Hundred Thirty-Seven Thousand Five Hundred Dollars (\$2,937,500.00).**
24. **Bid Package #1-26 – Electrical / Low Voltage** – Seven (7) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Kellenberger Electric, Inc. of Elgin, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-26 be awarded to Kellenberger Electric, Inc. for a total award amount of Three Million Eighty-One Thousand Four Hundred Seven Dollars (\$3,081,407.00).**
25. **Bid Package #1-31 – Earthwork** – Three (3) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Doetsch Contractors, Inc. of Zion, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-31 be awarded to Doetsch Contractors, Inc. for a total award amount of Eight Hundred Fifteen Thousand Four Hundred Eight Dollars (\$815,408.00).**
26. **Bid Package #1-32a – Asphalt Paving**– Seven (7) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Superior Paving, Inc. of Fox Lake, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-32a be awarded to Superior Paving, Inc. for a total award amount of Two Hundred Four Thousand Five Hundred Dollars (\$204,500.00).**
27. **Bid Package #1-32b – Fencing & Gates**– Three (3) Bids were received. Action Fence Contractors, Inc. of Mundelein, IL submitted the low responsive and responsible base bid plus accepted Alternate #4. There are no irregularities with the bid presented. **We recommend that BP #1-32b be awarded to Action Fence Contractors, Inc. for the base bid award, Alternate #4 deduct of \$109,617.00, and VE credit of \$38,007.00 for a total award amount of Ninety-Seven Thousand Five Hundred Twenty-Three Dollars (\$97,523.00).**
28. **Bid Package #1-33 – Site Utilities**– Five (5) Bids were received. The Village of Buffalo Grove rejected these bids due to budgetary constraints. Jensen's Plumbing & Heating, LLC. of Woodstock, IL presented value engineering deducts that resulted in the greatest savings to the Village. There are no irregularities with the bid presented. **We recommend that BP #1-33 be awarded to Jensen's Plumbing & Heating, LLC. for a total award amount of Four Hundred Twenty-Seven Thousand Two Hundred Fifty Dollars (\$427,250.00).**

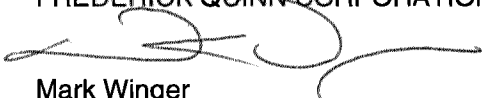
Mr. Brett Robinson
 Village of Buffalo Grove
 June 14, 2023
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The total value of the awards recommended above is \$15,901,735.00. This total trade contractor award amount will be included within FQC's GMP Contract Amendment.

If the above meets with your approval, please sign and return one copy of this correspondence indicating your acceptance of the recommendation. Upon receipt of your approval, Frederick Quinn Corporation will prepare and enter into contracts with the approved contractors.

Sincerely,

FREDERICK QUINN CORPORATION



Mark Winger
 Manager of Preconstruction Services

cc: Jack Hayes / FQC
 John Eallonardo / FQC
 File / FQC

ACCEPTANCE: _____ **Date:** _____



Frederick Quinn Corporation
103 South Church Street Addison, Illinois 60101
Phone (630) 628-8500 Fax (630) 628-8595

Project: **Buffalo Grove Public Works**
Location: **Buffalo Grove, IL**
Date: **6/14/2023**
FOC # **566**
Est: **MSW**

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
01000	<u>General Requirements</u>	#DIV/0!				
	Surveys			By Owner		Completed
	Soil Borings			By Owner		Completed
	- CCDD Testing			By Owner		Completed
	Builders Risk Insurance			By Owner		By Owner
	Building Permits & Connection Fees			By Owner		By Owner
	Temporary Utility usage expense for electrical, gas & water			By Owner		By Owner
	Hazardous material Abatement			By Owner		By Owner
	Construction Material Testing			By Owner		By Owner
	Soil Testing of possible hazardous material			By Owner		By Owner
	Construction Layout		1	Allow	\$ 15,000.00	\$ 15,000.00
	- As-Builts		1	allow	\$ 2,500.00	\$ 2,500.00
	Elevator OCP Policy		1	Allow	\$ 7,500.00	\$ 7,500.00
	Misc. Field Labor & Saw Cutting		1	Allow	\$ 15,000.00	\$ 15,000.00
	Construction Fencing		1235	LF	\$ 7.50	\$ 9,263.75
	- Construction 2 Gates		2	Ea	\$ 1,500.00	\$ 3,000.00
	Construction Signage		1	allow	\$ 2,500.00	\$ 2,500.00
	Street Sweeping		1	Allow	\$ 10,000.00	\$ 10,000.00
	Temporary Enclosures / Board Up - Allowance		1	Allow	\$ 30,000.00	\$ 30,000.00
	Construction Dumpsters & Debris Removal		35	Ea	\$ 750.00	\$ 26,250.00
	Web PM Platform		1	Lsum	\$ 5,000.00	\$ 5,000.00

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
1	Misc Allowances	#DIV/0!	1	Lsum	\$ 68,720.00	\$ 68,720.00
2	<u>Selective Demolition BP#1-02 - Breakthru Enterprises, Inc.</u>	#DIV/0!				
024100	Demolition		1	Lsum	\$ 277,000.00	\$ 277,000.00
	VE Credit for Eliminating Sawcut of Exterior Openings		1	Lsum	\$ (77,000.00)	\$ (77,000.00)
	Selective Demo of Office Areas 2 floors					In Above
	Selective Demo of Engineering at Upper & Lower Level					In Above
	Remove existing LULA Elevator w/ associated shaft and ramps					In Above
	Selective Demo of MEPS in existing Office areas after made safe by others					In Above
	Saw cutting and Removal of Walls for (9) new OH door openings					In Above
	Saw cutting and Removal of Walls for (9) new man door openings					In Above
	Cut Opening in Concrete Roof Deck for Elevator including Shoring					by this trade
	Additional Mobilizations					by this trade
	Subcontractor Bonding					In Above
	Demo & Remove Concrete Slabs in Warehouse areas and haul to crusher					In Earthwork
	Saw cutting and slab removal for masonry wall footings outside slab removal area					In Earthwork
	Cut New Access Openings in precast at Brine and remove material from site					In Steel
	Cut Cores for Mechanical Openings in precast walls					In HVAC
	Cut New Openings for RTU's Concrete Roof Deck including Shoring					In HVAC
	Cut New Openings for HVAC Equipment at Concrete Roof Deck - small openings					In HVAC
	Cut precast wall below grade for new door openings					In Steel
3	<u>Cast In Place Concrete BP#1-03 - Parkway Forming, Inc.</u>	#DIV/0!				
031000	Concrete Forming & Accessories					See Below
031510	Post-Installed Anchor's					See Below
032000	Concrete Reinforcing					See Below
033000	Cast-in-Place Concrete		1	Lsum	\$ 2,233,600.00	\$ 2,233,600.00
	VE- Credit for Slab Reduction					
	VE Credit for Eliminating MUD Room Pads					
	VE for Eliminating North Parking Area for Tenant		1	Lsum	\$ (452,000.00)	\$ (452,000.00)
	VE for Eliminating OH Door Piers		1	Lsum	\$ (3,600.00)	\$ (3,600.00)
	VE for Eliminating Thickened Slab at Demising Wall		1	Lsum	\$ (11,000.00)	\$ (11,000.00)
			1	Lsum	\$ (4,800.00)	\$ (4,800.00)
			1	Lsum	\$ (7,500.00)	\$ (7,500.00)

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
	VE- Credit for Modifications to OH Door opening support (angles in lieu of columns, bracing & piers)		1	Lsum	\$ (115,000.00)	\$ (115,000.00)
	VE for primed steel jamb in lieu of powder coated		1	Lsum	\$ (500.00)	\$ (500.00)
	VE add for precast sub to cut exterior openings (removed from demolition scope)		1	Lsum	\$ 75,000.00	\$ 75,000.00
	VE for Third Party inspection to verify AISC standards		1	Lsum	\$ (20,000.00)	\$ (20,000.00)
	VE Contractor Efficiency Savings		1	Lsum	\$ (75,000.00)	\$ (75,000.00)
	Structural Steel Framing & Deck for Elevator Cap					In Above
	Structural Steel Framing - Beams, Posts, joists for Outside Storage Bins Roof					In Above
052100	Steel Joist Framing at Mezzanine & Outside Storage Roof					In Above
053100	Steel Decking at Mezzanine, elevator cap. & outside storage roof deck					In Above
	Structural Steel Framing at (9) OH Door Openings including bracing (Revised to Metal Angles per VE)					Revised
	Channel Framed Opening at new & existing OH Doors					In Above
	New Main Stair Case w/ Railing to Second Floor					In Above
	- additional Railing second floor overlook to lobby below					In Above
	Stairs w/ Railing to Second Floor Offices ST1 & ST2					In Above
	Railing at Mezzanine Perimeter					In Above
055000	Metal Fabrications - Miscellaneous Lintels & Angles					In Above
	Elevator Pit - (Ladder, Hoist Beam, Pit Cover)					In Above
	Pipe Bollards at OH Doors & Exterior Generator					In Above
	Wall Mounted Roof Ladder 14' - note 25 - see A2.10c					In Above
	Exterior ADA Railing at steps at Tenant Area - see Civil C8					In Above
	Misc. Iron - Bracing, Angles, framed mech. Openings, etc.					In Above
	Subcontractor Bonding					In Above
6	<u>General Trades / Carpentry BP# 06a - Hargrave Builders</u>	#DIV/0!				
061000	General Trades Scope		1	Lsum	\$ 405,450.00	\$ 405,450.00
	VE for Elimination of Elevator Platform		1	Lsum	\$ (4,200.00)	\$ (4,200.00)
061000	Rough Carpentry - Blocking at Man Doors in precast walls					In Above
	- OH Door Blocking					In Above
	- Misc. In-Wall Blocking for casework & accessories					In Above
	- Storage Bins 3/4" Plywood Deck 46' x 100'					In Above
	- Install - New doors, frames and hardware					In Above
102613	Furnish & Install Corner Guards - note 22					In Above
102113	Furnish & Install Phenolic Toilet Partitions & Urinal Screen					In Above

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
064100	Architectural Wood Casework and Trim					In Above
	Installation of Millwork					In Above
	Cabinets - Upper & Lower					In Above
	Countertops					In Above
	Reception Desk					In Above
	Subcontractor Bonding					In Above
	<u>Sealants BP#11-07a - Bofo Waterproofing Systems</u>	#DIV/0!				
	Sealants		1	Lsum	\$ 51,530.00	\$ 51,530.00
	VE Credit for elimination demising wall		1	Lsum	\$ (9,500.00)	\$ (9,500.00)
	VE- Credit for moving fire caulk at masonry walls to Masonry scope		1	Lsum	\$ (12,830.00)	\$ (12,830.00)
079200	Misc. Sealants & Caulking					In Above
	Caulking at Exterior Sidewalks and Curbs					In Above
	Caulking at Floor Joints					In Above
	Caulking at interior masonry control joints					In Above
	Subcontractor Bonding					in Trades
070553	Fire & Smoke Assembly Identification					in Trades
072100	Insulation					in Trades
072129	Spray Acoustical Insulation - Allowance					in Trades
078400	Fire Stopping					in Trades
	<u>Roofing & Sheet Metal BP# 07b - Weatherguard Roofing</u>	#DIV/0!				
075115	Roofing & Sheet Metal		1	Lsum	\$ 220,000.00	\$ 220,000.00
	VE- Credit for Duct curbs in HVAC contract		1	Lsum	\$ (16,500.00)	\$ (16,500.00)
	VE to provide standard roof hatch		1	Lsum	\$ (2,350.00)	\$ (2,350.00)
	VE to provide standard roof shingles at material storage bins		1	Lsum	\$ (2,800.00)	\$ (2,800.00)
	VE to eliminate snow bar at material storage bins		1	Lsum	\$ (4,800.00)	\$ (4,800.00)
	Roof patching - remove existing Roof Hatch and Patch opening					In Above
	Roof patching for new Roof Hatch					In Above
	Roof patching for New RTU's note #4					In Above
	Roof Patching of Existing at New Make-Up Units note #5					In Above
	Cut and Patch for relocated RTUs					In Above
	Remove and patch roof where existing roof vent removed					In Above

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
081113	HM Frames					In Above
	HM Borrowed Light Frames					In Above
081113	HM Doors					In Above
081416	Flush Wood Doors - Oak pre-finished pre-machined					In Above
087100	Hardware					In Above
	- Electronic Hardware - where indicated					In Above
	Subcontractor Bonding					In Above
8	<u>OH Doors BP#1-08b - United Door and Dock</u>	#DIV/0!				
083500	Exterior & Interior Over Head Sectional Doors		1	Lsum	\$ 178,900.00	\$ 178,900.00
	VE Credit to change OH doors to window lites in lieu of full panel		1	Lsum	\$ (3,000.00)	\$ (3,000.00)
	Exterior Motorized Over Head Sectional Doors					
	Interior Motorized OH Doors					In Above
	Subcontractor Bonding					In Above
8	<u>Aluminum & Glass BP#1-08c - LS Glass, LLC.</u>	#DIV/0!				
	Aluminum, Glass & Glazing		1	Lsum	\$ 165,000.00	\$ 165,000.00
	VE for insurance limits		1	Lsum	\$ (750.00)	\$ (750.00)
084413	Aluminum Curtain Walls at Vestibule					In Above
	- Interior Vestibule Aluminum Doors					In Above
	- Exterior Curtain Wall Opening					In Above
	- Interior Aluminum Framed Sliding Window at Receiving					In Above
088000	Misc. Glazing for Transom Lites, Sidelites, and Borrowed Lights					In Above
	Subcontractor Bonding					In Above
	<u>Drywall & Framing BP#1-09a - OPC Construction, Inc.</u>	#DIV/0!				
	Drywall & Framing BP#1-09a		1	Lsum	\$ 742,000.00	\$ 742,000.00
	- Insurance limits reduction VE		1	Lsum	\$ (12,000.00)	\$ (12,000.00)
	- VE credit for wall insulation		1	Lsum	\$ (7,000.00)	\$ (7,000.00)
	Light Gauge Framing & Plywood Lids					In Above
054000	Wall Framing & Wall Panels on Material Bin Walls Back wall and West wall					In Above
	EIFS at OH Door Infill Location					In Above
092116	Gypsum Wallboard Assemblies					In Above
	Drywall Ceilings					In Above

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
	<u>Tile BP# 09b - Northern Illinois Terrazzo & Tile</u>	#DIV/0!				
	Tile BP# 09b		1	Lsum	\$ 171,100.00	\$ 171,100.00
	VE Credit for Glazed Wall Tile in lieu of porcelain tile		1	Lsum	\$ (11,400.00)	\$ (11,400.00)
090561	Common Work Results for Floor Preparation					In Above
093000	Tile Floors					In Above
	Wall Tile					In Above
	Accent Wall Tile 6" tall at toilet rooms					In Above
	Back Splash Wall Tile					In Above
	Urethane Grout in Wet Areas					In Above
	Subcontractor Bonding					In Above
	<u>Acoustical Ceilings BP# 09c - E&K of Chicago</u>	#DIV/0!				
	Acoustical Ceilings BP# 09c		1	Lsum	\$ 159,006.00	\$ 159,006.00
	VE Credit for Eliminating Ceiling Clouds and taking ceilings wall to wall		1	Lsum	\$ (15,500.00)	\$ (15,500.00)
095100	New Acoustical ceiling grid and tile					In Above
	Wood Ceilings					In Above
	ACT-2					In Above
	Subcontractor Bonding					In Above
	<u>Epoxy Floors & Sealer BP# 09d - Artlow Systems, Inc.</u>	#DIV/0!				
	Fluid Applied Flooring		1	Lsum	\$ 247,657.00	\$ 247,657.00
	VE- Add for Floor Prep associated with keeping existing slabs		1	Lsum	\$ 16,500.00	\$ 16,500.00
	VE- Add for Moisture Mitigation associated with eliminating Barrier One		1	Lsum	\$ 14,736.00	\$ 14,736.00
	VE for changing WP-1 to hardener		1	Lsum	\$ (58,060.00)	\$ (58,060.00)
	VE for alternate product for HP-1		1	Lsum	\$ (7,332.00)	\$ (7,332.00)
	- Fluid Applied Flooring (USF-1, HP-1, WP-1, EP-1)					In Above
	Subcontractor Bonding					In Above
	<u>Resilient Flooring BP# 09e - TSI Commercial Floor Covering, Inc.</u>	#DIV/0!				
096500	Resilient Flooring		1	Lsum	\$ 216,060.00	\$ 216,060.00
	VE for alternate product for LVT		1	Lsum	\$ (9,475.00)	\$ (9,475.00)
096500	Stair Treads & Risers					In Above
	- Rubber floor at Stair landings at three stair to mezzanine					In Above
	Standard Vinyl Base					In Above

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
	<u>Painting BP# 09f - MS Sebastian Painting, Inc.</u>					
	Subcontractor Bonding					In Above
	Painting	#DIV/0!	1	Lsum	\$ 261,912.00	\$ 261,912.00
	VE for Painting associated with eliminated cloud ceilings		1	Lsum	\$ (500.00)	\$ (500.00)
	VE for insurance limits		1	Lsum	\$ (15,000.00)	\$ (15,000.00)
097200	Wall Coverings at south wall of Public Rm C102					In Above
099000	Painting & Coatings - Misc. Exterior - Minor work					In Above
	Paint Bollards					In Above
	Steel Channel Frame at OH Doors					In Above
	Subcontractor Bonding					In Above
	<u>Lockers BP#1-10 - The Larson Equipment & Furniture Company</u>					
105116	Specialty Lockers	#DIV/0!	1	Lot	\$ 97,340.00	\$ 97,340.00
	VE for insurance limits		1	Lsum	\$ (3,000.00)	\$ (3,000.00)
	VE add for integral bases at MUD room lockers		1	Lsum	\$ 2,640.00	\$ 2,640.00
	- Locker Room 3' wide x 2' deep and (72) 36" wide x 24" deep x 72" high w/ sloping top & 4" base					In Above
	- Mud Room (6) 18" wide & (19) 36" wide x 24" deep x 72" high w/ sloping top & 4" base					In Above
	- Benches					In Above
	Subcontractor Bonding					In Above
	<u>Pre-Engineered Salt Dome BP#1- #13 - Bulk Storage, Inc.</u>					
	Salt Dome - 72' Diameter, 12' High Concrete Wall, door opening height of 22'	#DIV/0!	1	Lsum	\$ 390,446.00	\$ 390,446.00
	VE for insurance limits		1	Lsum	\$ (10,000.00)	\$ (10,000.00)
	Subcontractor Bonding					In Above
142100	Electric Traction Elevators - two stop (By Owner) Option for Hydraulic is exceptable		1	Lsum	\$ 98,700.00	\$ 98,700.00
	Subcontractor Bonding					In Above
21	<u>Fire Protection BP#1-21 - Absolute Fire Protection</u>	#DIV/0!				
	Total Building Fire Protection - (5) Zones per M6.01 & M6.02 per NFPA #13		1	Lsum	\$ 197,400.00	\$ 197,400.00
	VE for elimination of upright heads above eliminated cloud ceilings		1	Lsum	\$ (1,700.00)	\$ (1,700.00)
210500	Common Work Results & Div. 211000 Water Based Fire Suppression System					In Above
	Selective demolition Cut and Cap and make safe					In Above
	- Reuse existing Mains and Branch piping - Modify as required					In Above

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	Existing
22	Fire Pump	#DIV/0!				Existing NONE In Above
	Pre-Action System for the IT Room C207 and SCADA					
	Subcontractor Bonding					
	Total Building Plumbing					
	VE to reduce maintenance bay water feeds from 6 to 3					
	VE for UG plumbing & catch basins based on revised slab layout					
	VE to eliminate north end catch basins					
	Common Work Results for Plumbing & Divisions 220519 Thru 226600					
	Selective demolition Cut and Cap and make safe					
	Toilet Fixtures, water closets, Lavatories, Urinals, SS Sinks, Mop Basins, service sinks, etc.					
	Emergency eye wash and showers					
	Bi level Water Coolers					
220500	Supply Box for washer connection	#DIV/0!				In Above
	Thermostatic shower valves					
	Floor Drains					
	Large Drains at Wash Bays					
	Trench Drains at Fleet Maintenance					
	50 Gallon gas fired water heaters					
	Recirculating Pump					
	Fiberglass Triple Basin					
	RPZ on incoming domestic line					
	Simplex Elevator Pump					
	PVC Piping for Storm and Sanitary					
	Type L copper for water					
	- Hose bibs as indicated on plans					
	- Exterior Hose bibs					
	- Wall mounted Pressure Washers (2) Connections					
	Tenant Space - Bathroom & Jan. Closet					
	Excavation, backfill & Spoil Haul Off for underground					
	Roof Drainage (Heads & Overflows)					

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
	Selective demolition Cut and Cap and make safe					In Above
	Reuse of Existing Mechanical Equipment (Boilers & Baseboard, Pumps, Air Handlers RTU's, Radiant Heating System)					In Above
	Relocate RTU #4					In Above
	New RTU's 5 & 6 & 7 - Trane					In Above
	Rework Existing Fin Tube Radiation - Flush, Pressure Test and New Covers					In Above
	Electric Reheat System w/ 14 VAV's for Offices & 4 VAV's at Parts					In Above
	IT C207 to receive Split System Cooling Only					In Above
	All New Ductwork & Distribution, New Grilles & Diffusers					In Above
	Mechanical Room work shown on M4.01c - connecting to existing					In Above
	New gas, condensate and refrigerant piping					In Above
	Temperature Controls for project					In Above
	Test and Ballance					In Above
	Shops & Locker Rooms Mechanical					In Above
	Aluminum Duct at Locker Room					In Above
	Exhaust Systems for Locker Room Area					In Above
	Humidification/Dehumidification at Sign & Print Shop plus (1) VAV zone					In Above
	Dust Collector Vac System at Wood Department					In Above
	Garage, Storage, Mezzanine Spaces					In Above
	Radiant Heaters to Remain - Rework controls					In Above
	Roof Mounted Makeup Air Units					In Above
	Exhaust Fans & Duct work					In Above
	Five (5) Destratification Big Ass Fans with structure reinforcing & (4) smaller Ceiling fans					In Above
	Brine & Fluids (2) Exhaust systems					In Above
	Fleet, Tire / Welding / Parts / Mud / Wash Bay					In Above
	Alum Duct work for exhaust systems at Wash Bay					In Above
	Tenant Space - Rework Heating Controls for the Radiant Heaters					In Above
	Subcontractor Bonding					In Above
		#DIV/0!				
			1	Lsum	\$ 3,678,955.00	\$ 3,678,955.00
			1	Lsum	\$ (250,000.00)	\$ (250,000.00)
			1	Lsum	\$ (105,551.00)	\$ (105,551.00)
26	<u>Electrical / Low Voltage BP#1- 26 - Kellenberger Electric, Inc.</u>					
	Total Building Electrical					
	VE based on updated riser diagram					
	VE to refurbish existing switchgear					

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
	VE to eliminate startup & testing of switchboards		1	Lsum	\$ (6,000.00)	\$ (6,000.00)
	VE to eliminate power metering		1	Lsum	\$ (9,000.00)	\$ (9,000.00)
	VE to eliminate UPS in EOC and put individual UPSs at data racks		1	Lsum	\$ (41,527.00)	\$ (41,527.00)
	VE to eliminate motorized dampers on generator enclosure		1	Lsum	\$ (4,900.00)	\$ (4,900.00)
	VE to change LSI breakers rated 300A & 400A to thermal mag breakers		1	Lsum	\$ (2,550.00)	\$ (2,550.00)
	VE to change LSI breakers rated 200A & 250A to thermal mag breakers		1	Lsum	\$ (3,875.00)	\$ (3,875.00)
260500	Common Work Results for Electrical & Divisions 260503 Thru 267000 Raceway for LV Systems					In Above
	Selective demolition Cut and Cap and make safe					In Above
	New step down transformers					In Above
	Admin Building & Engineering					In Above
	Existing Commons Space					In Above
	Shops, Streets/Forestry/Water/Sewer/Sign/Print/Wood/Maintenance/Locker Rooms Mechanical					In Above
	Garage, Storage, Mezzanine Spaces					In Above
	Brine & Fluids					In Above
	Tire/Welding/Parts/Fleet Mgmt					In Above
	Fleet & Wash Bay					In Above
263213	Engine Generator & Transfer Switches					In Above
263650	Portable Generator Docking Stations					In Above
260573	Overcurrent Protective Device Coordination Study					In Above
264313	Surge Protection Devices					In Above
265100	Lighting & 260923 Control Devices					In Above
262200	Low Voltage Transformers					In Above
	Site Electrical - as indicated on plans					In Above
	Low Voltage cabling as identified in scope documents					In Above
	Subcontractor Bonding					In Above
	Sub Total of Building	#DIV/0!	0	SF		\$ 14,553,787.00
31	Site Work	#DIV/0!				
311100	Earthwork BP#1-31		1	Lsum	\$ 954,953.00	\$ 954,953.00

Earthwork BP#1-31 - Doetsch Contractors, Inc.

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
	Tree protection					In Above
	Tree & Shrub Removal - Allow					In Above
	Site Clearing and Grading for new pavements					In Above
	- Heavy Duty Asphalt Pavement Excavation					In Above
	- Light Duty Asphalt Pavement Excavation					In Above
	- Cut existing pavements for new handicap Areas East					In Above
312325	- 6" Granular for PCC pavement including Storage Bin Base					In Above
	- 5" Granular for Walks, Curbs, Stoops					In Above
312200	Regrading for new exterior concrete pavement					In Above
	Provide & spread Topsoil at Landscape Areas					In Above
312333	- Backfill for Footing & Foundation at Supports					In Above
	Sawcut and demo existing slabs					In Above
	- 6" Granular for building slab					In Above
	- 6" Granular for thickened slab					In Above
	Excavate for Footings at Masonry Walls					In Above
	Thickened Slab Regrading					In Above
	Elevator Pit Excavation - interior					In Above
	Elevator Pit Backfill					In Above
	Exterior Material Storage Bins Footing & Foundation Excavation					In Above
	- Material Storage Bins Footing & Foundation Backfill					In Above
	- Haul Off Spoils from Interior Excavation Work & Material Storage Bin Footings					In Above
	- Haul Off Contaminated Spoils from Interior Excavation Work & Material Storage Bin Footings (Per LPC663 map)					In Above
	Subcontractor Bonding					In Above
32	<u>Asphalt Paving BP#1-32a - Superior Paving, Inc.</u>	#DIV/0!				
	Asphalt Paving BP#1-32a		1	Lsum	\$ 313,600.00	\$ 313,600.00
	All#1-32a-2 Receive pulverized material		1	Lsum	\$ (84,500.00)	\$ (84,500.00)
	VE for asphalt emulsion in lieu of gelsonite		1	Lsum	\$ (1,000.00)	\$ (1,000.00)
	VE for tenant parking spaces on north end of building		1	Lsum	\$ (3,300.00)	\$ (3,300.00)
	VE for pavement placement efficiencies		1	Lsum	\$ (20,300.00)	\$ (20,300.00)
	Heavy Duty Asphalt Pavement at Drives (fabric, 10"Cas6, 4"binder, 2" surface)					In Above
	Heavy Duty Asphalt Pavement at South Side of Building					In Above
	Heavy Duty Asphalt at Salt Dome					In Above
	Light Duty Asphalt Pavement at parking stalls /fabric, 10"CAs6, 2.5"binder, 1.5" surface) - 4 locations					In Above

Buffalo Grove GMP Budget

Div	Description	SF Cost	Qty.	Unit	Unit Cost	
33	Chain Link Sliding Gates 6'w x 8'h w/ Padlock at gates	#DIV/0!				In Above
	Site Fencing - Changed from Wood to Black Poly vinyl with screening					In Above
	Manual Double Swing Steel Gate NW - Max 30' wide					In Above
	Sliding Steel Pipe Frame Gate SE - Bi-Parting Type - 30' wide					In Above
	Operators at Entry & Exit at Sliding Gate Only					In Above
	Subcontractor Bonding					In Above
	<u>Site Utilities BP#1-33 - Jensen's Plumbing & Heating, LLC</u>					
	Site Utilities BP#1-33		1	Lsum	\$ 523,640.00	\$ 523,640.00
	VE - Credit for 72 LF of PVC to RCP (VE#8)		1	Lsum	\$ (2,100.00)	\$ (2,100.00)
	Add for change from 10" RCP to 10" Watermain Quality PVC (Add#1)		1	Lsum	\$ -	\$ -
	VE - Credit for changing Valve Vaults to Valve Boxes (VE#9)		1	Lsum	\$ (7,200.00)	\$ (7,200.00)
	VE - Credit for 6" waterline to building (VE#3)		1	Lsum	\$ (31,620.00)	\$ (31,620.00)
	VE - Remove scope of hydrant removal & new fire hydrant #3 (VE#1)		1	Lsum	\$ (17,700.00)	\$ (17,700.00)
	VE - Credit for Combining Plumbing & Site Utilities Award		1	Lsum	\$ (37,770.00)	\$ (37,770.00)
	Existing 15" & 12" RCP Utility Pipe Removal - see C2					In Above
	Remove 3 Catch Basins & 2 Fire Hydrants					In Above
	Storm Water - see C2, C4, C5					In Above
020110	- 15" RCP					In Above
	- 12" RCP					In Above
	- 10" RCP					In Above
	- 8" PVC Water main quality pipe					In Above
	- 4" Perforated PVC back of salt dome					In Above
	- Rebuild Existing Catch Basins					In Above
	- New Catch Basins					In Above
	- Adjust Rims					In Above
	- 12" Flared End Sections w/ Rip Rap SE + Rip Rap only NE					In Above
	Watermain					In Above
	Sanitary					In Above
	- 6" PVC					In Above
	- 8" PVC					In Above
	- MHs					In Above
	Stone Backfill at all new Lines					In Above
						In Above

Buffalo Grove GMP Budget						
Div	Description	SF Cost	Qty.	Unit	Unit Cost	
	Sub Total of Building & Site Work	#DIV/0!				16,098,468.0
	<u>Contingencies</u>	#DIV/0!				None
	Design Contingency (3%)					
	Construction Contingency (5%)		16,098,468	%	0.05	\$ 804,923.
	SUBTOTAL	#DIV/0!				\$ 16,903,391.0
	GENERAL CONDITIONS	#DIV/0!	12	MO	\$ 27,500.00	\$ 330,000.0
	SUBTOTAL	#DIV/0!				
	GENERAL INSURANCE .85%	#DIV/0!				
	SUBTOTAL	#DIV/0!				
	CONSTRUCTION FEE 2.5%	#DIV/0!				
	SUBTOTAL	#DIV/0!				
	P & P BOND .75%	#DIV/0!				
	SUBTOTAL	#DIV/0!				
	Pre-Construction Services	#DIV/0!				
	TOTAL GMP CONSTRUCTION BUDGET	#DIV/0!				

Qualifications:

- 1 The above Budget is based upon Issued for Bid Drawings & Specifications from Wold Architects and Engineers & Gewalt-Hamilton Associates, Inc. dated 4.3.23 and subsequent Addendas 1 thru 5. This budget incorporates the alternates & VE items within each bid package.
- 2 General Conditions for this project are based upon a 12 month overall duration, with an anticipated start of construction July 2023.
- 3 This budget does not include the testing for, handling of or removal of any asbestos or otherwise hazardous materials. This work to be completed by others prior to commencement of construction.
- 4 All work is based upon regular working hours. This budget excludes premium time/overtime. Additionally, this budget is based upon FQC having complete and reasonable access to all construction areas as coordinated with the Owner. Should overtime work be necessary, additional project costs would be incurred.
- 5 This budget does not include any utility company fees or excess facility charges. All utility expenses including usage during construction, for electric, water and gas are to be paid for by the Owner.



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

Recommendation of Action

N/A

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

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, June 19, 2023	
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Information Item : Executive Session - 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.

Recommendation of Action

N/A

Executive Session - 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.

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, June 19, 2023	
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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
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, June 19, 2023



Information Item : Executive Session - 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.

Recommendation of Action

Staff recommends going into executive session.

Executive Session - 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.

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, June 19, 2023