



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
May 18, 2020 at 7:30 PM

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

1. Call to Order

- A. Login Information: <https://www.vbg.org/may18boardmeeting> Call in: 312-626-6799
Webinar ID: 897 3091 1046
- B. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Special Meeting - May 4, 2020 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1314 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

- A. High School Senior Recognition Month - May, 2020 (President Sussman) (Staff Contact: Julie Kamka)

5. Village Manager's Report

- A. 2020 Farmers Market Update (Trustee Ottenheimer) (Staff Contact: Chris Stilling)
- B. R-2020-24 Resolution Urging Changes to Restore Illinois Plan (President Sussman)
(Staff Contact: Dane Bragg)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. Proclamation Designating May 6Th through May 12Th, 2020 Nurses Week (President Sussman) (Staff Contact: Dane Bragg)

SUMMARY: A Proclamation designating May 6th through May 12th, 2020 Nurses Week in the Village of Buffalo Grove.
- B. Proclamation Recognizing National Emergency Medical Services Week (Trustee Smith) (Staff Contact: Mike Baker)

SUMMARY: A proclamation recognizing May 17th through May 23rd as National Emergency Medical Services.
- C. Proclamation Recognizing National Public Works Week (Trustee Pike) (Staff Contact: Michael Reynolds)

SUMMARY: A proclamation recognizing May 17th through May 23rd, 2020 as National Public Works Week.

9. Ordinances and Resolutions

- A. O-2020-33 2020 Sidewalk Improvements Award (Trustee Stein) (Staff Contact: Kyle Johnson)
- B. O-2020-34 2020 Hidden Lake Street Improvements Award (Trustee Stein) (Staff Contact: Kyle Johnson)
- C. O-2020-35 2020 Apple Hill/Tenerife Street Improvements Award (Trustee Stein) (Staff Contact: Kyle Johnson)
- D. O-2020-36 2020 Green Knolls/Gail Street Reconstruction Award (Trustee Stein) (Staff Contact: Kyle Johnson)
- E. O-2020-37 Strand Water Model Update Engineering Services (Trustee Stein) (Staff Contact: Kyle Johnson)
- F. R-2020-22 Amendments to Buffalo Grove Days and Fourth of July Agreements (Trustee Stein) (Staff Contact: Brett Robinson)
- G. R-2020-23 Resolution Approving Intergovernmental Agreement for IPBC Participation - Solid Waste Agency of Northern Cook County (President Sussman) (Staff Contact: Dane Bragg)

10. Unfinished Business

11. New Business

- A. Reject Bids - Pavement Patching (Trustee Pike) (Staff Contact: Brett Robinson)

12. Questions From the Audience

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

13. Adjournment

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

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

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE
OF BUFFALO GROVE HELD VIA AUDIO/VIDEO CONFERENCING ON
MONDAY, MAY 4, 2020**

CALL TO ORDER

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

ROLL CALL

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

Also present via audio/video were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Brett Robinson, Director of Purchasing; Evan Michel, Management Analyst; Mike Reynolds, Director of Public Works; Kyle Johnson, Civil Engineer; and Ted Sianis, Civil Engineer.

APPROVAL OF MINUTES

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

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

NAYS: 0 – None

Motion declared carried.

WARRANT

There is no Warrant for tonight's meeting.

RESOLUTION NO. 2020-21 – EXECUTIVE ORDER

Moved by Weidenfeld, seconded by Smith, to pass Resolution No. 2020-21, extending Executive Order 2020-04.

Mr. Bragg reviewed the proposed resolution, details of which are contained in his memo of April 2, 2020 to the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

Mr. Stilling reviewed the proposal for the **2020 Farmer's Market**, details of which are contained in his memo to Mr. Bragg of April 30, 2020, after which he answered questions from the Board.

Board discussion included measures to ensure crowd control, face coverings, food prepared and served on premise, staffing, and whether or not enough vendors are willing to participate under the new rules and guidelines.

It was noted that, if there is a way to make this work, it would be nice benefit to our residents during this time.

Minutes Acceptance: Minutes of May 4, 2020 7:30 PM (Approval of Minutes)

Staff will contact the other communities that have already begun their annual Farmer's Markets to obtain information as to problems they may have encountered and what has worked well.

Mr. Reynolds reviewed the staff recommendations for **Buffalo Grove Days 2020**, details of which are contained in his memo to Mr. Bragg of April 21, 2020, after which he answered questions from the Board.

Trustee Johnson stated that medical professionals have predicted that there will be social distancing required throughout the summer and she doesn't see how Buffalo Grove can have an event with people in crowds; she does not see families lining up at the carnival or sitting in crowds watching bands; it will be difficult to get sponsors and restaurants this year; she does not believe that residents will want to attend and believes it would be impossible to even come close to breaking even financially on the event; this is a big expense for the Village and she would rather err on the side of caution, and although it is a tough decision, she believes cancellation of the event is the wise decision to make.

Trustee Ottenheimer agrees from a safety situation, but also from a practical situation, decisions need to be made now; from a financial standpoint, he believes that the Village owes it to the residents to cancel the event for safety reasons and economic reasons because the Village will need every dollar to provide just the core services to residents.

Trustee Smith asked if the committee had reached out to businesses to solicit sponsorships. Mr. Reynolds stated that any businesses contacted stated that they wanted to wait and see what happens with the pandemic situation. Trustee Smith stated that the only way he can see it going forward would be to drastically scale it back.

Trustee Stein stated that his concern is that COVID-19 is not going away any time soon, and he does not see how we can stage an event that brings together thousands of people in close quarters.

Trustee Pike stated that he does not believe that the Village should risk the \$50,000.00-\$100,000.00 that this event could cost at this time. In answer to a question from Trustee Pike, Mr. Reynolds stated that the vendors to whom deposits have already been paid have agreed to reallocate those deposits to the 2021 event.

President Sussman confirmed that the consensus from the Board is that Buffalo Grove Days 2020 will be cancelled.

Mr. Bragg stated that it is possible that the Village and the Park District might look at doing some smaller neighborhood events that would allow residents to be together without having a large central gathering, and both entities will continue to explore that possibility.

Mr. Bragg reviewed the **2020 July 4th and Concert** event, details of which are contained in his April 23, 2020 memo to the Board, pointing out that the only cost at this point would be approximately \$7,500 to Melrose Pyrotechnics for their materials, but that cost would be applied as a credit to the 2021 July 4th Fireworks show. Mr. Bragg noted that this is another very difficult decision and staff has struggled with the decision, but the recommendation to cancel is what is best for the community to maintain public health and safety. Mr. Bragg stated that Melrose Pyrotechnics is booked for Labor Day weekend and the adjoining weekends, so rescheduling is not an option.

President Sussman confirmed that the Board concurs with staff recommendation to cancel the 2020 July 4th Fireworks and Concert.

REPORTS FROM TRUSTEES

Trustee Johnson noted that the Village of Buffalo Grove owns the two Village golf courses and the Ernie Karge Rotary Village Green, but the **Buffalo Grove Park District** owns all the other parks in Buffalo Grove, and the Park District Board determines rules and regulations for the parks. Trustee Johnson was asked by the Park District Board to convey a message to residents that ensuring the safety and well-being of residents is a top priority for their Board, and they are following recommendations from various agencies as to the pace at which they re-open outdoor facilities and re-start their programs. Questions regarding parks should be directed to the Buffalo Grove Park District, and questions regarding the golf courses should be directed to the Village.

Trustee Johnson noted that the current **Village Newsletter** was published electronically and she wanted to commend the communications staff on the new format which is outstanding, and she encouraged all residents to access the newsletter.

CONSENT AGENDA

There is no Consent Agenda tonight.

ORDINANCE NO. 2020-32 – TIF DISTRICT

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2020-32, establishing a Public Hearing date of June 22, 2020 at 7:30 P.M. for the proposed 2020 Buffalo Grove Lake Cook Road TIF District, consistent with materials contained in Board packets.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo of April 30, 2020 to Mr. Bragg, after which he answered questions from the Board. Mr. Stilling stated staff has conferred with all the taxing bodies and all taxing bodies have been supportive of what Buffalo Grove is trying to accomplish.

Upon roll call, Trustees voted as follows.

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-29 – BONDS

Trustee Stein recused himself from participation in this agenda item.

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2020-29, providing for the issuance of approximately \$24,000,000.00 General Obligation Bonds, Series 2020, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to finance Street Improvements, Water, Sanitary Sewer and Storm Water System Improvements and other Capital Projects within the Village, providing for the Levy and Collection of a Direct Annual Tax sufficient to pay the Principal and interest on said Bonds, and authorizing the sale of Said Bonds to the purchaser thereof.

Mr. Bragg reviewed the proposed ordinance, details of which are contained in Mr. Stilling's memo to him of April 30, 2020, and also referenced the Bond Option that was held this morning.

Anthony Micelli, Speer Financial, provided further detail on the Bond Option, as well as briefly touching on current financial conditions, and noted that their recommendation is that the Village approve the proposed ordinance.

Craig Horwitz, Stonebridge Lane, questioned how the Village will handle residents who wish to speak at the Public Hearing if the Public Hearing is held virtually. Mr. Stilling stated that he will be in touch with Mr. Horwitz and answer his questions tomorrow.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

RECUSED: 1 – Stein

Motion declared carried.

Trustee Stein returned to the meeting.

ORDINANCE NO. 2020-30 – CHATHAM LIFT STATION

Moved by Stein, seconded by Smith, to pass Ordinance No. 2020-30, Chatham Lift Station Reconstruction Award to the lowest responsive bidder, Bolder Contractors, Inc. in an amount not to exceed \$1,109,823.75 in accordance with materials contained in Board packets, and pending Village Attorney review.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo of April 30, 2020 to Mr. Bragg.

Upon roll call, Trustees voted as follows.

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-31 – SAXON/DOWNING

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2020-31, 2020 Saxon/Downing Water & Street Improvements Award to Joel Kennedy Construction Corp. as the lowest responsible and responsive bidder in an amount not to exceed \$2,589,501.97 in accordance with materials contained in Board packets, and pending Village Attorney review.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo of April 30, 2020 to Mr. Bragg.

Upon roll call, Trustees voted as follows.

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2020-20 – ROAD SALT PURCHASE

Moved by Pike, seconded by Ottenheimer, to pass Resolution No. 2020-20, authorizing the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of Bulk Rock Salt from Morton Salt at a price not to exceed \$142,464.00 in accordance with the Illinois Governmental Joint Purchasing Act.

Mr. Robinson reviewed the proposed resolution, details of which are contained in his memo to Mr. Bragg of April 30, 2020.

Upon roll call, Trustees voted as follows.

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

NAYS: 0 – None

Motion declared carried.

NCH OUTPATIENT CARE CENTER

Moved by Smith, seconded by Johnson, to approve the Development Improvement Agreement for the proposed development located at 15 S. McHenry Road, subject to review and approval by the Village Attorney and Final Engineering Plans.

Mr. Sianis reviewed the proposed Development Improvement Agreement, details of which are contained in the memo from Mr. Monico to Mr. Bragg of April 8, 2020.

Upon roll call, Trustees voted as follows.

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

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

The meeting was adjourned at 8:42 P.M.

 Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF May 2020

 Village President

Minutes Acceptance: Minutes of May 4, 2020 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1314****Recommendation of Action**

Staff recommends approval.

Staff recommends approval of Warrant #1314- \$3,208,644.08

ATTACHMENTS:

- W#1314 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, May 18, 2020

VILLAGE OF BUFFALO GROVE WARRANT #1314
18-May-20

General Fund:	420,444.32
Parking Lot Fund:	106.18
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	741.67
School & Park Donations	0.00
Capital Projects-Facilities:	127,575.92
Capital Projects-Streets:	138,279.96
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	9,358.07
Water Fund:	74,087.23
Buffalo Grove Golf Fund:	95,469.67
Arboretum Golf Fund:	159,565.29
Refuse Service Fund:	66,882.41
Information Technology Internal Service Fund:	152,190.88
Central Garage Internal Service Fund:	29,548.51
Building Maintenance Internal Service Fund:	51,299.35
	<u>1,325,549.46</u>
 PAYROLL PERIOD ENDING 04/30/2020	 955,292.84
PAYROLL PERIOD ENDING 05/14/2020	927,801.78
	<u>1,883,094.62</u>
 TOTAL WARRANT #1314	 <u><u>3,208,644.08</u></u>

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

 Village Clerk

 Village President

Attachment: W#1314 SUMMARY (Warrant #1314)



Information Item : High School Senior Recognition Month - May, 2020

Recommendation of Action

Staff recommends approval.

SUMMARY: A proclamation proclaiming the Month of May 2020 as 'High School Senior Recognition Month.'

ATTACHMENTS:

- High School Senior Recognition Month - May 2020 (DOC)

Trustee Liaison
Sussman

Staff Contact
Julie Kamka, Office of the Village Manager

Monday, May 18, 2020



Village of Buffalo Grove

High School Senior Recognition Month May, 2020

WHEREAS, the 2019-2020 academic year and commencement ceremonies have been suspended due to the global coronavirus pandemic; and,

WHEREAS, families, friends, neighbors and educators should encourage everyone to focus on the abilities of all young people, and honor their hard work; and,

WHEREAS, Township High School District 214 and Adlai E. Stevenson High School District 125 students have contributed greatly to our community; and,

WHEREAS, the most efficient way to bring awareness to the value of education and to honor graduating seniors is through everyone's active participation in community activities and to the openness to learn and acknowledge each individual's abilities, talents, and contributions and the importance of education; and,

WHEREAS, during this generational challenge, our students represent a bright future and will continue along the path of service and leadership in our community and nation; and,

WHEREAS, we encourage all citizens to support opportunities for graduating seniors in our community to include military service, higher education, trades, housing, employment, and recreational activities; and,

NOW THEREFORE, the Village of Buffalo Grove hereby recognizes the high achievement of graduating students of the Township High School District 214 and Adlai E. Stevenson High School District 125 Class of 2020 and on behalf of the Village of Buffalo Grove offer our heartfelt congratulations; and,

BE IT FURTHER RESOLVED, I, Beverly Sussman, Village President of the Village of Buffalo Grove, do hereby proclaim the Month of May 2020 as 'High School Senior Recognition Month.'

Dated this 18th day of May, 2020.

Beverly Sussman, Village President

Attachment: High School Senior Recognition Month - May 2020 (High School Senior Recognition Month)



Information Item : 2020 Farmers Market Update

Recommendation of Action

Staff recommends discussion

As a follow up from the Board's May 4th discussion regarding the 2020 Farmers Market, the Farmers Market Committee met to develop their recommended operations for this year's market. Members of the Committee developed these guidelines in response to the items raised by the Trustees, as well as their observations at both the Evanston and Palatine markets, which recently opened. Furthermore, many of their recommendations are consistent with the guidelines developed by the Illinois Farmer's Market Association. More information can be found in the attached memorandum. Paulette Greenberg and Peggy Starczowski will be available at Monday's Board meeting to answer any questions.

ATTACHMENTS:

- Farmer's Market Update (DOCX)

Trustee Liaison

Ottenheimer

Staff Contact

Chris Stilling, Community Development

Monday, May 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: May 14, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: 2020 Farmers Market Update

BACKGROUND

As a follow up from the Board's May 4th discussion regarding the 2020 Farmers Market, the Farmers Market Committee met to develop their recommended operations for this year's market. Members of the Committee developed these guidelines in response to the items raised by the Trustees, as well as their observations at both the Evanston and Palatine markets, which recently opened. Furthermore, many of their recommendations are consistent with the guidelines developed by the Illinois Farmers Market Association.

DRAFT GUIDELINES FOR 2020 FARMERS MARKET

As noted, the Buffalo Grove Farmers Market Committee met to develop guidelines for the 2020 Farmers Market, which is set to begin on June 14th. The following is a summary of the guidelines they developed:

Signage

Signage will be provided at the entrance stating the following:

- Face Covering is required
- Do not enter if sick
- Maintain 6 feet of social distancing

Vendor Requirements

- All vendors, employees and patrons are required to wear face coverings.
- Social distancing at each vendor's booth area is to be enforced by the vendor
- Vendors are to provide handwashing, hand sanitizers (at least 60% alcohol) and gloves for all employees. A diagram for hand washing set up will be provided.
- Vendors are to provide hand sanitizer for patrons (at least 60 % alcohol)
- Patrons will not be allowed to consume food on premises. All prepared foods must be wrapped and offered to go.
- Vendors must sanitize their stands regularly, wiping down tables, terminals, cash boxes etc. with approved disinfectants.
- Vendors are to encourage pre-ordering of product.
- Limit hand to hand contact between vendor and shoppers. Shoppers should point to the product that they want and vendor would then bag it, and set down on table for shopper to pick up

- Cashless sales are also recommended. If that is not possible, suggest exact dollar amount required as no change can be given or have 1 person that handles the cash and another that will bag the products.
- Food demonstrations and sampling are strictly prohibited.

Crowd Control and Other Considerations

The location of the 2020 Farmers will be the same as the Park District would like to keep the large lot available in case they reopen the splash park. The following guidelines will be in place:

- Vendors will be adequately spaced keeping in mind social distancing.
- Volunteers will monitor pedestrian traffic in the market.
- No consumption of food on site. All prepared items packaged to go.
- No gathering, sitting or entertainment on site.
- Volunteers will monitor face coverings.
- Hand sanitizing stations will be provided throughout the market.

Additional Information

- The Farmers Market Committee states that they have 28 vendors that have applied to be in this year's market. They have all been provided with the new requirements and indicate they are able to comply. One vendor did rescind their application but it was due to a family obligation and not the new requirements.
- Many of the vendors, especially the farmers have expressed they are very anxious to get their product out there. These are unprecedented times and this is their livelihood.
- The Illinois Farmers market association has reported that the markets that have opened recently have experienced higher turn outs. Residents and vendors are both anxious to get the market started.
- Market managers have indicated that vendors initially did not like the changes but have easily been able to comply.
- Committee members have visited the Evanston and Palatine markets and people are obeying the facial covering and social distancing requirements. It seems it has already become the norm.

NEXT STEPS

The Farmers Market Committee and staff are working closely together on implementing the changes and will be ready for the June 14th start date. The Committee also understands that changes may need to be made along the way and are willing to do so. Paulette Greenberg and Peggy Starczowski will be available at Monday's Board meeting to answer any questions.



Resolution No. R-2020-24 : Resolution Urging Changes to Restore Illinois Plan

Recommendation of Action

Staff recommends discussion.

The Northwest Municipal Conference Board of Directors passed the attached resolution at its May 13 meeting. The resolution urges Governor Pritzker to utilize EMS regions (rather than consolidated EMS regions) for the purposes of determining when geographic areas will move to the next "phase" under the Restore Illinois plan. The resolution also requests that the 28-day timeline for hospital admissions data evaluation be reduced to 14 days, and that restaurants, bars and other businesses be allowed to reopen under reasonable guidelines in Phase 3 (currently Phase 4). For more information about the Restore Illinois plan, visit <http://www.dph.illinois.gov/restore>.

ATTACHMENTS:

- 05-18-20 COVID Resolution (DOC)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 18, 2020

RESOLUTION 2020-__

**A RESOLUTION SEEKING IMMEDIATE MODIFICATIONS TO THE RESTORE
ILLINOIS PLAN TO REOPEN BUSINESSES AND RESUME CIVIC ACTIVITY**

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions; and

WHEREAS, state of Illinois Governor J.B. Pritzker issued a disaster proclamation on March 9, 2020, declaring all counties in the State of Illinois a disaster area under the Illinois Emergency Management Agency Act, 20 ILCS 3305/7; and

WHEREAS, the Village of Buffalo Grove and its officials and residents recognize that the Illinois Emergency Management Act, 2 ILCS 3305/1, *et seq.* (the “Act”) authorizes the Governor of the State of Illinois to issue emergency disaster proclamations and confers upon the Governor certain enumerated emergency powers after a disaster has been proclaimed, that he or she may exercise for a period of not to exceed 30 days (20 ILCS 3305/7);

WHEREAS, on April 1, 2020 Governor J.B. Pritzker issued Executive Order No. 8 which *inter alia* ordered: (1) residents to stay at home or place of residence; (2) “non-essential” businesses and operations must “cease”; (3) certain activity is “prohibited” in any form, except for “essential activities” which include, among other things (a) “outdoor activity” so long as “social distancing” is adhered to; (b) essential travel, as well as (c) food, medical, day care and professional services; and (5) citizens must engage in “social distancing” which specifically requires citizens to maintain a six (6) foot social distance from others; (b) citizens must wash hands with soap “for at least twenty seconds” as frequently as possible, (c) must cover coughs or sneezes, and may not shake hands (the “Stay at Home Order”); and

WHEREAS, the Governor issued a second Proclamation continuing the same COVID-19 disaster and issued an Executive Order extending the Stay at Home Order until April 30, 2020; and

WHEREAS, on April 30, 2020, the Governor issued Executive Order No. 30 easing certain restrictions in the Stay at Home Order and modifying some restrictions until May 30, 2020 (the “Amended Stay at Home Order”); and

WHEREAS, while it is undeniable that the Stay at Home Order has had a positive effect on reducing the number of cases of individuals contracting COVID-19 and deaths in Illinois, it is equally undeniable that the Stay at Home Order has had a devastating

financial impact on the businesses and residents in the State of Illinois and of the Village of Buffalo Grove; and

WHEREAS, the Village is continuing its efforts to prepare for any eventuality given that this is a novel illness and given the known health risks it poses for the elderly and those with serious chronic medical conditions; and

WHEREAS, the Governor has developed a Restore Illinois Plan breaking the State into four geographic regions for reopening; and

WHEREAS, for some of the regions there are more dissimilarities between communities than there are similarities as it relates to COVID-19.

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

SECTION ONE: The Village of Buffalo Grove commends the Governor for developing a written plan known as Restore Illinois to provide a path forward so that the public has something to respond to.

SECTION TWO: The Village of Buffalo Grove immediately requests the Governor to modify the Restore Illinois Plan to base the State on the 11 Emergency Medical Services Regions that have traditionally guided its statewide public health work rather than four newly created Regions.

SECTION THREE: The Village of Buffalo Grove immediately requests the Governor to modify the timeline for stability or a decrease in COVID-19-like hospital admissions from 28 days to 14 days to allow Emergency Medical Services Regions to move to the next phase sooner, but still with an adequate period of time for data study and patient observation.

SECTION FOUR: The Village of Buffalo Grove urges the Governor to work with the Legislature and Illinois Department of Commerce and Economic Opportunity to develop workable precautions, operational restrictions and reasonable guidelines and controls for the opening of restaurants, bars and other businesses in Phase 3 of the Restore Illinois Plan.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

Village President Beverly Sussman

ATTEST:

Village Clerk Janet Sirabian

Attachment: 05-18-20 COVID Resolution (R-2020-24 : Resolution Urging Changes to Restore Illinois Plan)



Information Item : Proclamation Designating May 6Th through May 12Th, 2020 Nurses Week

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A Proclamation designating May 6th through May 12th, 2020 Nurses Week in the Village of Buffalo Grove.

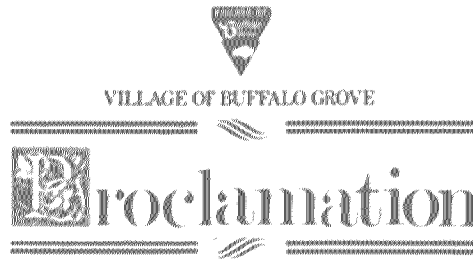
ATTACHMENTS:

- Nurses Week 2020 (DOC)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 18, 2020



Village of Buffalo Grove

PROCLAMATION DESIGNATING MAY 6TH THROUGH MAY 12TH, 2020 NURSES WEEK

WHEREAS, nearly 3.8 million registered nurses in the United States comprise our nation's largest health care profession; and

WHEREAS, the depth and breadth of the registered nursing profession has faced unprecedented times that most of us never imagined; and

WHEREAS, nurses met the challenge of an unimaginable pandemic, we have witnessed courage, compassion, dedication and leadership in caring for our communities and families; and

WHEREAS, the professional nurses and their families have sacrificed to provide safety and quality care to very ill hospitalized patients; and

WHEREAS, the demand for registered nursing services are greater than ever because of the complex healthcare challenges of COVID-19 patients as well as the aging of the American population, the continuing expansion of life-sustaining technology; and

WHEREAS, more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community; and

WHEREAS, the cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the U.S. health care delivery system in the future; and

WHEREAS, the American Nurses Association, has declared the week of May 6-12 as National Nurses Week in celebration of the ways in which registered nurses who lead the charge for health and wellness; and

WHEREAS, 2020 was designated as the Year of the Nurse and the Midwife by the World Health Organization in recognition of the contributions they make, and in honor of the 200th birth anniversary of Florence Nightingale on May 12, 2020.

NOW, THEREFORE, be it resolved, the Village President, Beverly Sussman, and Board of Trustees of the Village of Buffalo Grove hereby proclaim May 6 to 12, 2020 as Nurses Week in the Village of Buffalo Grove and ask all residents of this community join us in honoring our Healthcare Heroes, the registered nurses, who care of us and to celebrate registered nursing's accomplishments and efforts to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

Proclaimed this 18th day of May, 2020.

A handwritten signature in cursive script that reads "Beverly Sussman".

Beverly Sussman, Village President



Information Item : Proclamation Recognizing National Emergency Medical Services Week

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A proclamation recognizing May 17th through May 23rd as National Emergency Medical Services.

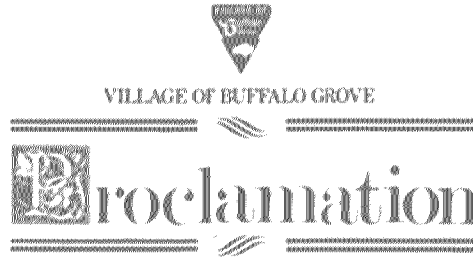
ATTACHMENTS:

- National Emergency Medical Services Week 5-17-20 through 5-23-20 (DOC)

Trustee Liaison
Smith

Staff Contact
Mike Baker, Fire

Monday, May 18, 2020	
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Village of Buffalo Grove

NATIONAL EMERGENCY MEDICAL SERVICES WEEK “READY TODAY, PREPARING FOR TOMORROW” MAY 17TH THROUGH MAY 23RD, 2020

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of the Buffalo Grove Fire Department are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of the Buffalo Grove Fire Department engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of the Buffalo Grove Fire Department emergency medical services by designating Emergency Medical Services Week; and

NOW, THEREFORE, the Village President and Board of Trustees of the Village of Buffalo Grove recognize the week of May 17th through the 23rd, 2020 as EMERGENCY MEDICAL SERVICES WEEK, “Ready Today, Preparing for Tomorrow” in the Village of Buffalo Grove.

Proclaimed this 18th day of May, 2020.

A handwritten signature in cursive script that reads 'Beverly Sussman'.

Beverly Sussman, Village President



Information Item : Proclamation Recognizing National Public Works Week

Recommendation of Action

Staff recommends this proclamation.

SUMMARY: A proclamation recognizing May 17th through May 23rd, 2020 as National Public Works Week.

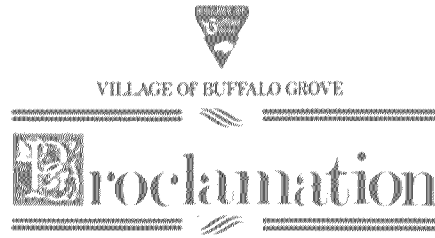
ATTACHMENTS:

- 2020 Public Works Week Proclamation (DOC)

Trustee Liaison
Pike

Staff Contact
Michael Reynolds, Public Works

Monday, May 18, 2020	
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Village of Buffalo Grove

PROCLAMATION RECOGNIZING MAY 17-23, 2020 AS NATIONAL PUBLIC WORKS WEEK IN THE VILLAGE OF BUFFALO GROVE

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an informed and understanding citizenry is vital to the efficient operation of public works systems, and programs such as water, sewer, streets, public buildings, trees, stormwater and fleet; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services, and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are vitally dependent upon the efforts and skills of public works personnel; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

NOW, THEREFORE, BE IT KNOWN, that I, Beverly Sussman, President of the Village of Buffalo Grove and the Board of Trustees, do hereby proclaim May 17-23, 2020 as **NATIONAL PUBLIC WORKS WEEK** in the Village of Buffalo Grove, and call upon all residents and civic organizations to acquaint themselves with the issues involved in providing our public works services and to recognize the contributions which public works personnel make everyday to insure our health, safety, comfort and quality of life.

Dated this 18th day of May, 2020.

Beverly Sussman,
Village President



Ordinance No. O-2020-33 : 2020 Sidewalk Improvements Award

Recommendation of Action

Staff recommends approval.

The 2020 Sidewalk Improvements were bid on February 27th, 2020 and the lowest responsible and responsive bidder was Schroeder & Schroeder, Inc. Staff recommends approval of the contract to Schroeder & Schroeder, Inc. in the amount of \$257,671.05 pending Village Attorney review.

ATTACHMENTS:

- Schroeder & Schroeder Award of Bid Memo (DOCX)
- 2020 Sidewalk Improvements - Bid Tabulation (PDF)
- 2020 Sidewalk Improvements - Bid Recommendation (PDF)
- Schroeder Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Monday, May 18, 2020	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 13, 2020
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Civil Engineer II
SUBJECT: 2020 Sidewalk Improvement Project Award of Bid

Staff Recommendation

Staff recommends that the Village Board award the contract to Schroeder & Schroeder, Inc. because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$12,270.05 (5.0% of the project cost).

Project Overview

The 2020 Sidewalk Improvement Project was advertised for bids and opened on February 27, 2020. The lowest, qualified bid was in the amount of \$245,401.00 from Schroeder & Schroeder, Inc. The project includes sidewalk replacement on various streets within the Village which correct deficient sidewalk. Some of these deficiencies include cracked or broken pieces, trip hazards, and low areas that collect and pond water.

Supporting Information

Attached is a copy of the Tabulation of Bids for the program indicating the lowest, qualified bid of \$245,401.00 by Schroeder & Schroeder, Inc. As bids came in below the engineers estimate, Engineering staff will consult with the Village Manager prior to exceeding the low bid price of \$245,401.00. This project is entirely funded by Illinois Motor Fuel Tax Funds (MFT).

Client: Village of Buffalo Grove
Project: 2020 Sidewalk Improvements Project
GHA Project No: 4798.049

Project Manager: Leo Morand, PE
Bid Opening Date: 10:30 AM, February 27, 2020
Bid Opening Location: 50 Raupp Boulevard, Buffalo Grove, IL 60089

9.A.b

			Engineer's Opinion of Probable Cost				Schroeder & Schroeder, Inc. Skokie, IL 60076				Globe Construction, Inc. Addison, IL 60101				Suburban Concrete Mundelein, IL 60060			
BID TABULATION																		
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total					
20101200	Tree Root Pruning	130.0	EA	\$80.00	\$10,400.00	\$65.00	\$8,450.00	\$75.00	\$9,750.00	\$300.00	\$39,000.							
35101400	Aggregate Base Course, Type B	120.0	TN	\$30.00	\$3,600.00	\$10.00	\$1,200.00	\$25.00	\$3,000.00	\$50.00	\$6,000.							
42300200	Portland Cement Concrete Driveway Pavement, 6 Inch	20.0	SY	\$80.00	\$1,600.00	\$50.00	\$1,000.00	\$80.00	\$800.00	\$1,000.	\$1,000.							
42400200	Portland Cement Concrete Sidewalk 5 Inch	28,000.0	SF	\$5.50	\$154,000.00	\$6.50	\$182,000.00	\$6.20	\$173,600.00	\$5.50	\$154,000.							
44000200	Driveway Pavement Removal	110.0	SY	\$10.00	\$1,100.00	\$5.00	\$550.00	\$10.00	\$1,100.00	\$20.00	\$2,200.							
44000500	Combination Curb and Gutter Removal	150.0	FT	\$7.00	\$1,050.00	\$5.00	\$750.00	\$10.00	\$1,500.00	\$5.00	\$750.							
44000600	Sidewalk Removal	28,000.0	SF	\$1.50	\$42,000.00	\$1.00	\$28,000.00	\$1.00	\$28,000.00	\$1.50	\$42,000.							
70102620	Traffic Control and Protection, Standard 701501	1.0	LS	\$3,750.00	\$3,750.00	\$2,250.00	\$2,250.00	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.							
70102640	Traffic Control and Protection, Standard 701801	1.0	LS	\$3,750.00	\$3,750.00	\$1.00	\$1.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.							
20004510	Hot-Mix Asphalt Driveway Pavement, 3"	100.0	SY	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$79.00	\$7,900.00	\$50.00	\$5,000.							
-	General Landscape Restoration (Special)	4,800.0	SY	\$8.00	\$38,400.00	\$2.00	\$9,600.00	\$5.00	\$24,000.00	\$10.00	\$48,000.							
-	Detectable Warnings (Furnished By Others)	80.0	SF	\$25.00	\$2,000.00	\$45.00	\$3,600.00	\$29.00	\$2,320.00	\$15.00	\$1,200.							
-	Combination Concrete Curb and Gutter, Type Varies (Abutting Existing Pavement)	150.0	FT	\$30.00	\$4,500.00	\$20.00	\$3,000.00	\$25.00	\$3,750.00	\$30.00	\$4,500.							

Attachment: 2020 Sidewalk Improvements - Bid Tabulation (O-2020-33 : 2020 Sidewalk Improvements Award)

GEWALT HAMILTON ASSOCIATES, INC.

CONSULTING ENGINEERS

February 28, 2020

Mr. Kyle Johnson, PE, CFM
Civil Engineer II
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, Illinois 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: 2020 Sidewalk Improvements Project
VoBG-2020-17
Bid Results and Recommendation for Award

Dear Mr. Johnson:

On Thursday, February 27, 2020, bid proposals for the above referenced project were received, opened, and publicly read aloud at Village Hall. This project includes concrete sidewalk removal and replacement, and other associated improvements on various street segments throughout the Village limits.

Bid documents were solicited and available to contractors on the Village's website, and bids were received by three (3) contractors. As-read, the bid amounts ranged from \$245,401.00 to \$315,650.00; the Engineer's Opinion of Probable Cost (EOPC) was \$270,750.00. The as-read low bid of \$245,401.00 was received from Schroeder and Schroeder, Inc. of Skokie, Illinois.

Schroeder and Schroeder, Inc. is an IDOT prequalified firm and has the experience and means to perform the work in accordance with the plans and specifications.

We recommend that the Village Board authorize the award of a construction contract for the 2020 Sidewalk Improvements Project to Schroeder and Schroeder, Inc. in the amount of \$245,401.00.

If you have any questions or require additional information regarding the above, please do not hesitate to contact me at (847) 821-6229 or by email at lmorand@gha-engineers.com.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.



Leo X. Morand, PE
Assistant Director

Encl.: Bid Summary

Cc (via email): Brett Robinson – Village of Buffalo Grove
Brian Wesolowski, PE – Gewalt Hamilton Associates, Inc.
Lucas Deferville – Gewalt Hamilton Associates, Inc.

Attachment: 2020 Sidewalk Improvements - Bid Recommendation (O-2020-33 : 2020 Sidewalk Improvements Award)

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH SCHROEDER & SCHROEDER, INC.

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

WHEREAS, the Village seeks to enter into a Construction Contract with Schroeder & Schroeder, Inc. for sidewalk replacement along various Village streets,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Schroeder & Schroeder, Inc. for sidewalk replacement along various Village streets at a price not to exceed \$257,671.05.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Schroeder Ordinance (O-2020-33 : 2020 Sidewalk Improvements Award)



Ordinance No. O-2020-34 : 2020 Hidden Lake Street Improvements Award

Recommendation of Action

Staff recommends approval.

The 2020 Hidden Lake Street Improvements were bid on May 7th, 2020 and the lowest responsible and responsive bidder was Schroeder Asphalt Services, Inc. Staff recommends approval of the contract to Schroeder Asphalt Services, Inc. in the amount of \$181,068.25, pending Village Attorney review.

ATTACHMENTS:

- Schroeder Award of Bid Memo(DOCX)
- 4798.048 Bid Tabulation & As Read Results (PDF)
- 4798.048 Bid Recommendation - Hidden Lake (PDF)
- Schroeder Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Monday, May 18, 2020	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 14, 2020
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Civil Engineer II
SUBJECT: 2020 Hidden Lake Street Improvements Award of Bid

Staff Recommendation

The 2020 Hidden Lake Street Improvements were advertised for bids and opened on May 7, 2020. The lowest, qualified base bid was in the amount of \$108,080.00 from Schroeder Asphalt Services, Inc. Schroeder Asphalt also had the lowest, qualified alternate bid in the amount of \$56,527.50, which makes the overall bid value \$164,607.50. The project includes concrete pavement removal with hot mix asphalt replacement in areas of decay.

Project Overview

The project was bid as a base bid plus alternate to separate the different forms of traffic control needed. The base bid includes work that is routine maintenance under flaggers, with only minor traffic impacts. The alternate bid includes a detour an isolated timeframe, specifically geared toward working with Willow Grove Elementary School.

Supporting Information

Attached is a copy of the Tabulation of Bids for the project indicating the lowest, total qualified bid of \$164,607.50 by Schroeder Asphalt Services, Inc. Staff recommends that the Village Board award the contract (base bid and alternate) to Schroeder Asphalt Services, Inc. because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$16,460.75 (10.0% of the project cost). As bids came in below the engineers estimate, Engineering staff will consult with the Village Manager prior to exceeding the low bid price of \$164,607.50.

Client: Village of Buffalo Grove
Project: 2020 Hidden Lake Street Improvements
GHA Project No: 4798.048

Project Manager: Leo Morand, PE
Bid Opening Date: 8:30 AM, May 7, 2020
Bid Opening Location: Virtual

Engineer's Opinion of Probable Cost

BID TABULATION

ITEM NO	DESCRIPTION	QUANTITY	UNIT	Engineer's Opinion of Probable Cost		Schroeder Asphalt Services, Inc. Huntley, IL		ChicagoLand Paving Contractors, Inc. Lava Zurich, IL		Brothers Asphalt Paving, Inc. Addicks, IL		A Lamp Concrete Contractors, Inc. Schramberg, IL		Buildings Paving, LLC Hillside, IL		Marquet Construction Ingleside, IL	
				UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE	UNIT PRICE	VALUE
1	Removal and Disposal of Unsuitable Material	190.0	CY	\$39.00	\$6,560.00	\$43.00	\$6,170.00	\$20.00	\$3,800.00	\$60.00	\$11,400.00	\$25.00	\$4,750.00	\$20.00	\$3,800.00	\$57.50	\$10,925.00
2	Aggregate Base Course, Type B	340.0	TN	\$40.00	\$13,600.00	\$26.50	\$9,010.00	\$15.00	\$5,100.00	\$45.00	\$15,300.00	\$15.00	\$5,100.00	\$25.00	\$8,500.00	\$47.50	\$16,150.00
3	Portland Cement Concrete Driveway Pavement, 6 Inch	10.0	SY	\$105.00	\$1,050.00	\$60.00	\$600.00	\$80.00	\$800.00	\$82.25	\$822.50	\$65.00	\$650.00	\$87.00	\$870.00	\$181.25	\$1,812.50
4	Driveway Pavement Removal	10.0	SY	\$15.00	\$150.00	\$50.00	\$500.00	\$25.00	\$250.00	\$19.75	\$197.50	\$20.00	\$200.00	\$10.00	\$100.00	\$31.25	\$312.50
5	Combination Curb and Gutter Removal	420.0	FT	\$10.00	\$4,200.00	\$5.00	\$2,100.00	\$7.50	\$3,150.00	\$7.35	\$3,087.00	\$5.00	\$2,500.00	\$6.75	\$2,812.50	\$10.00	\$4,200.00
6	Medialization	1.0	LS	\$7,650.00	\$7,650.00	\$1,500.00	\$1,500.00	\$1,180.00	\$1,180.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$45,000.00	\$45,000.00	\$3,125.00	\$3,125.00
7	Traffic Control and Protection, (Special)	11.0	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,108.00	\$3,108.00	\$22,500.00	\$22,500.00	\$6,000.00	\$6,000.00	\$1,875.00	\$1,875.00
8	Drainage & Utility Structures to be Adjusted	11.0	EA	\$850.00	\$9,350.00	\$625.00	\$6,875.00	\$450.00	\$4,950.00	\$715.25	\$7,867.75	\$450.00	\$4,950.00	\$550.00	\$5,950.00	\$800.25	\$9,002.75
9	Combination Concrete Curb and Gutter, Type M-3.12 (Abutting Existing Pavement)	420.0	FT	\$39.00	\$16,380.00	\$30.00	\$12,600.00	\$33.25	\$14,070.00	\$55.12	\$23,150.40	\$30.00	\$12,600.00	\$32.50	\$13,650.00	\$36.00	\$15,120.00
10	Class D Patches, Type I, 6 Inch (Special)	50.0	SY	\$80.00	\$4,000.00	\$65.00	\$3,250.00	\$60.00	\$3,000.00	\$52.00	\$2,600.00	\$65.00	\$3,250.00	\$68.00	\$3,400.00	\$117.50	\$5,875.00
11	Class D Patches, Type II, 6 Inch (Special)	330.0	SY	\$75.00	\$24,750.00	\$54.00	\$17,820.00	\$60.00	\$19,800.00	\$58.00	\$19,140.00	\$60.00	\$19,200.00	\$70.00	\$23,100.00	\$94.20	\$31,112.40
12	Class D Patches, Type III, 6 Inch (Special)	330.0	SY	\$70.00	\$23,100.00	\$53.00	\$17,490.00	\$60.00	\$19,800.00	\$58.00	\$19,140.00	\$60.00	\$19,200.00	\$70.00	\$23,100.00	\$97.50	\$32,175.00
13	Class D Patches, Type IV, 6 Inch (Special)	400.0	SY	\$65.00	\$26,000.00	\$55.00	\$22,000.00	\$75.00	\$30,000.00	\$65.00	\$26,000.00	\$65.00	\$26,000.00	\$80.00	\$32,000.00	\$93.90	\$37,560.00
14	Temporary Information Signing	90.0	SP	\$25.00	\$2,250.00	\$15.00	\$1,350.00	\$15.00	\$1,350.00	\$13.12	\$1,181.00	\$25.00	\$2,500.00	\$16.00	\$1,440.00	\$31.25	\$2,812.50
TOTAL BASE BID:					\$146,206.00		\$108,080.00		\$120,000.00		\$132,228.75		\$146,950.00		\$163,785.00		\$164,114.65
Alt 1	Removal and Disposal of Unsuitable Material	20.0	CY	\$35.00	\$700.00	\$50.00	\$1,000.00	\$20.00	\$400.00	\$50.00	\$1,000.00	\$25.00	\$500.00	\$20.00	\$400.00	\$57.50	\$1,150.00
Alt 2	Aggregate Base Course, Type B	200.0	TN	\$40.00	\$8,000.00	\$26.50	\$5,300.00	\$25.00	\$5,000.00	\$45.00	\$9,000.00	\$32.00	\$6,400.00	\$25.00	\$5,000.00	\$47.50	\$9,500.00
Alt 3	Pavement Removal	865.0	SY	\$15.00	\$12,975.00	\$15.00	\$12,975.00	\$15.00	\$12,975.00	\$15.00	\$12,975.00	\$15.00	\$12,975.00	\$20.00	\$17,300.00	\$22.50	\$19,462.50
Alt 4	Hot-Mix Asphalt Pavement (Full-Depth), 6"	865.0	SY	\$25.00	\$21,625.00	\$25.00	\$21,625.00	\$25.00	\$21,625.00	\$41.00	\$35,465.00	\$35.00	\$30,275.00	\$56.00	\$48,375.00	\$48.35	\$41,862.75
Alt 5	Mixture For Curb, Joint, and Flagways, (Special)	5.0	TN	\$405.00	\$2,025.00	\$150.00	\$750.00	\$200.00	\$1,000.00	\$100.00	\$500.00	\$150.00	\$750.00	\$400.00	\$2,000.00	\$508.25	\$2,541.25
Alt 6	Medialization	1.0	LS	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$3,650.00	\$3,650.00	\$700.00	\$700.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$3,125.00	\$3,125.00
Alt 7	Short Term Pavement Marking	105.0	FT	\$5.00	\$525.00	\$3.50	\$367.50	\$1.00	\$105.00	\$2.00	\$210.00	\$5.00	\$525.00	\$2.00	\$210.00	\$3.75	\$393.75
Alt 8	Short Term Pavement Marking Removal	35.0	SP	\$3.00	\$105.00	\$10.00	\$350.00	\$2.00	\$70.00	\$5.00	\$175.00	\$5.00	\$175.00	\$2.00	\$70.00	\$15.00	\$525.00
Alt 9	Traffic Control and Protection, (Special)	1.0	LS	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,995.50	\$4,995.50	\$22,000.00	\$22,000.00	\$4,000.00	\$4,000.00	\$1,875.00	\$1,875.00
Alt 10	Temporary Ramp	70.0	SY	\$15.00	\$1,050.00	\$20.00	\$1,400.00	\$10.00	\$700.00	\$700.00	\$700.00	\$10.00	\$700.00	\$8.00	\$560.00	\$43.75	\$3,062.50
Alt 11	Temporary Access (Private Entrance)	2.0	EA	\$125.00	\$250.00	\$200.00	\$400.00	\$100.00	\$200.00	\$100.00	\$200.00	\$50.00	\$100.00	\$200.00	\$400.00	\$312.50	\$625.00
Alt 12	Temporary Access (Road)	3.0	SY	\$275.00	\$825.00	\$400.00	\$1,200.00	\$150.00	\$450.00	\$400.00	\$1,600.00	\$200.00	\$800.00	\$200.00	\$800.00	\$125.00	\$375.00
Alt 13	Temporary Information Signing	80.0	SP	\$25.00	\$2,000.00	\$15.00	\$1,200.00	\$15.00	\$1,200.00	\$13.12	\$1,049.60	\$25.00	\$2,500.00	\$16.00	\$1,280.00	\$31.25	\$2,500.00
TOTAL ALTERNATE #1 BID:					\$60,945.00		\$56,327.50		\$70,000.00		\$68,931.10		\$92,000.00		\$89,395.00		\$85,947.75
TOTAL COMBINED BID:					\$207,151.00		\$164,407.50		\$190,000.00		\$201,217.85		\$238,950.00		\$253,180.00		\$250,062.40

May 8, 2020

Mr. Kyle Johnson, PE, CFM
 Civil Engineer II
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, Illinois 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: 2020 Hidden Lake Street Improvements
 VoBG-2020-08
 Bid Results and Recommendation for Award

Dear Mr. Johnson:

On Thursday, May 7, 2020, bid proposals for the above referenced project were received, opened, and publicly read aloud via GoToMeeting. This project includes pavement removal, hot-mix asphalt pavement replacement, aggregate base course, curb and gutter removal and replacement, and other associated improvements on Hidden Lake Drive and Checker Drive.

As directed, the work considered was separated into a 'base bid' which comprised the proposed improvements on Hidden Lake Drive and an 'alternate' which included Checker Drive.

Bid documents were solicited and available to contractors on the Village's website, and bids were received from six (6) contractors. As-read, the bid amounts for the base bid ranged from \$108,080.00 to \$164,114.65; the Engineer's Opinion of Probable Cost (EOPC) was \$140,200.00. The as-read low bid of \$108,080.00 was received from Schroeder Asphalt Services, Inc. of Huntley, Illinois. The bids for alternate 01 ranged from \$56,527.50 to \$85,947.75. The EOPC for alternate 01 was \$60,945.00. The as-read low bid of \$56,527.50 was also received from Schroeder Asphalt Services, Inc.

Schroeder Asphalt Services, Inc. is an IDOT prequalified firm and has the experience and means to perform the work in accordance with the plans and specifications.

We recommend that the Village Board authorize the award of a construction contract for the 2020 Hidden Lake Street Improvements to Schroeder Asphalt Services, Inc. in the amount of \$181,068.25. This includes award of the base and alternate bid stated herein.

If you have any questions or require additional information regarding the above, please do not hesitate to contact me at (847) 821-6229 or by email at lmorand@gha-engineers.com.

Sincerely,
 GEWALT HAMILTON ASSOCIATES, INC.



Leo X. Morand, PE
 Assistant Director

Encl.: Bid Summary

Cc (via email): Brett Robinson – Village of Buffalo Grove
 Brian Wesolowski, PE – Gewalt Hamilton Associates, Inc.
 Lucas Deferville – Gewalt Hamilton Associates, Inc.

Attachment: 4798.048 Bid Recommendation - Hidden Lake (O-2020-34 : 2020 Hidden Lake Street Improvements Award)

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH SCHROEDER ASPHALT SERVICES, INC.

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

WHEREAS, the Village seeks to enter into a Construction Contract with Schroeder Asphalt Services, Inc. for street rehabilitation along Hidden Lake Drive and Checker Drive,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Schroeder Asphalt Services, Inc. for street rehabilitation along Hidden Lake Drive and Checker Drive at a price not to exceed \$181,068.25.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Schroeder Ordinance (O-2020-34 : 2020 Hidden Lake Street Improvements Award)



Ordinance No. O-2020-35 : 2020 Apple Hill/Tenerife Street Improvements Award

Recommendation of Action

Staff recommends approval.

The 2020 Apple Hill/Tenerife Street Improvements were bid on May 7th, 2020 and the lowest responsible and responsive bidder was Arrow Road Construction Company. Staff recommends approval of the contract to Arrow Road Construction Company in the amount of \$1,303,959.54, pending Village Attorney review.

ATTACHMENTS:

- Arrow Award of Bid Memo (DOCX)
- VOBG 2020-10_Apple Hill Tenerife - Bid Tabs (PDF)
- VOBG 2020-10 Letter of Recommendation (PDF)
- Arrow Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, May 18, 2020	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 14, 2020
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Civil Engineer II
SUBJECT: 2020 Apple Hill/Tenerife Street Improvements Award of Bid

Staff Recommendation

The 2020 Apple Hill/Tenerife Street Improvements were advertised for bids and opened on May 7th, 2020. The lowest, qualified base bid was in the amount of \$1,241,866.23 from Arrow Road Construction Company. The project includes storm sewer repairs, spot curb and sidewalk replacement and full roadway asphalt replacement.

Project Overview

The roads on these projects were originally constructed in 1993 and have not been substantially rehabbed since. Work is being closely coordinated with Stevenson High School to perform most work while they are out of session.

Supporting Information

Attached is a copy of the Tabulation of Bids for the project indicating the lowest, total qualified bid of \$1,241,866.23 by Arrow Road Construction Company. Staff recommends that the Village Board award the contract to Arrow Road Construction Company because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$62,093.31 (5.0% of the project cost). As bids came in below the engineers estimate, Engineering staff will consult with the Village Manager prior to exceeding the low bid price of \$1,241,866.23. This project is entirely funded by Bonded funds, which were authorized at the May 4th, 2020 Village Board Meeting.



May 8, 2020

Mr. Kyle Johnson, PE, CFM
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, Illinois 60089

Re: 2020 Apple Hill / Tenerife
Street Improvements VOBG 2020-10

Subject: ***Bid Acceptance Recommendation***

Dear Mr. Johnson:

As you are aware, the Apple Hill / Tenerife Street Improvement VOBG 2020-10 bid opening was held on Thursday May 7, 2020. Seven (7) bids were received with Arrow Road Construction Company as the apparent low bidder. Upon reviewing all bid results and in particular Arrow Road Construction Company's we concur that they are the low bidder.

Their bid proposal had an error in the calculation of the *Portland Cement Concrete Sidewalk, 5 Inch* pay item. Arrow's total bid proposal was \$1,245,779.23 as a result of the error, however the actual total bid price based on the unit prices provided, is \$1,241,866.23. This does not have an affect on the low bidder with Arrow Road Construction Company maintaining the low bid.

BLA, Inc has worked with Arrow Road Construction Company on past similar projects with no issues or concerns that would disqualify them from being awarded. Mr. Jon Daly, the Resident Engineer on the Apple Hill / Tenerife Project, has personal experience with Arrow Road as well. For these reasons we have no objections and recommend awarding the Apple Hill / Tenerife (VOBG 2020-10) contract to Arrow Road Construction Company.

If you need additional information or have questions, comments, concerns with the recommendation please do not hesitate to contact us at 630-438-6400 or at mcesario@bla-inc.com.

Sincerely,

BLA, INC.

Matthew Cesario, P.E.
Project Manager

Attachment: VOBG 2020-10 Letter of Recommendation (O-2020-35 : 2020 Apple Hill/Tenerife Street Improvements Award)

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH ARROW ROAD CONSTRUCTION COMPANY

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

WHEREAS, the Village seeks to enter into a Construction Contract with Arrow Road Construction Company for street rehabilitation along various Village streets in the Mirielle and Tenerife neighborhoods,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Arrow Road Construction Company for street rehabilitation along various Village streets in the Mirielle and Tenerife neighborhoods at a price not to exceed \$1,303,959.54.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Arrow Ordinance (O-2020-35 : 2020 Apple Hill/Tenerife Street Improvements Award)



**Ordinance No. O-2020-36 : 2020 Green Knolls/Gail Street
Reconstruction Award**

Recommendation of Action

Staff recommends approval.

The 2020 Green Knolls/Gail Street Reconstruction was bid on May 7th, 2020 and the lowest responsible and responsive bidder was Berger Excavating Contractors, Inc. Staff recommends approval of the contract to Berger Excavating Contractors, Inc. in the amount of \$1,835,587.43, pending Village Attorney review.

ATTACHMENTS:

- Berger Award of Bid Memo (DOCX)
- 4798.049 Bid Tabulation & As Read Results (PDF)
- 4798.049 Bid Recommendation - Green Knolls-Gail (PDF)
- Berger Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, May 18, 2020	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 14, 2020
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Civil Engineer II
SUBJECT: 2020 Green Knolls/Gail Street Reconstruction Project Award of Bid

Staff Recommendation

The 2020 Green Knolls/Gail Street Reconstruction Project was advertised for bids and opened on May 7, 2020. The lowest, qualified base bid was in the amount of \$1,748,178.50 from Berger Excavating Contractors, Inc. The project includes full pavement, road base and curb replacement, storm sewer repairs and spot sidewalk replacement.

Project Overview

The project has remained one of the highest road rehabilitation priorities over the last three years. The road base has failed making replacement the only method of construction, and thus making it too costly to perform prior to the Infrastructure Modernization Program.

Supporting Information

Attached is a copy of the Tabulation of Bids for the project indicating the lowest qualified bid of \$1,748,178.50 by Berger Excavating Contractors, Inc. Staff recommends that the Village Board award the contract to Berger Excavating Contractors, Inc. because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$87,408.93 (5.0% of the project cost). As bids came in below the engineers estimate, Engineering staff will consult with the Village Manager prior to exceeding the low bid price of \$1,748,178.50. This project is entirely funded by Bonded funds, which were authorized at the May 4, 2020 Village Board Meeting.

May 8, 2020

Mr. Kyle Johnson, PE, CFM
 Civil Engineer II
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, Illinois 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: 2020 Green Knolls/Gail Street Reconstruction
 VoBG-2020-07
 Bid Results and Recommendation for Award

Dear Mr. Johnson:

On Thursday, May 7, 2020, bid proposals for the above referenced project were received, opened, and publicly read aloud via GoToMeeting. This project includes roadway reconstruction, driveway pavement removal and replacement, sidewalk removal and replacement, landscape restoration, and other associated improvements on Green Knolls Drive and Gail Drive.

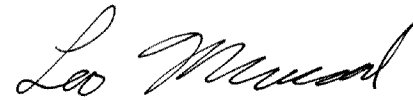
Bid documents were solicited and available to contractors on the Village's website, and bids were received from seven (7) contractors. As-read, the bid amounts ranged from \$1,748,178.50 to \$2,262,343.80; the Engineer's Opinion of Probable Cost (EOPC) was \$2,126,602.00. The as-read low bid of \$1,748,178.50 was received from Berger Excavating Contractors, Inc. of Wauconda, Illinois.

Berger Excavating Contractors, Inc. is an IDOT prequalified firm and has the experience and means to perform the work in accordance with the plans and specifications.

We recommend that the Village Board authorize the award of a construction contract for the 2020 Green Knolls/Gail Reconstruction to Berger Excavating Contractors, Inc. in the amount of \$1,835,587.43.

If you have any questions or require additional information regarding the above, please do not hesitate to contact me at (847) 821-6229 or by email at lmorand@gha-engineers.com.

Sincerely,
 GEWALT HAMILTON ASSOCIATES, INC.



Leo X. Morand, PE
 Assistant Director

Encl.: Bid Summary

Cc (via email): Brett Robinson – Village of Buffalo Grove
 Brian Wesolowski, PE – Gewalt Hamilton Associates, Inc.
 Lucas Deferville – Gewalt Hamilton Associates, Inc.

Attachment: 4798.049 Bid Recommendation - Green Knolls-Gail (O-2020-36 : 2020 Green Knolls/Gail Street Reconstruction Award)

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH BERGER EXCAVATING CONTRACTORS, INC.

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

WHEREAS, the Village seeks to enter into a Construction Contract with Berger Excavating Contractors, Inc. for street reconstruction along Gail Drive and Green Knolls Drive,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Berger Excavating Contractors, Inc. for street reconstruction along Gail Drive and Green Knolls Drive at a price not to exceed \$1,835,587.43.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Berger Ordinance (O-2020-36 : 2020 Green Knolls/Gail Street Reconstruction Award)



Ordinance No. O-2020-37 : Strand Water Model Update Engineering Services

Recommendation of Action

Staff recommends approval.

Staff seeks authorization to execute an agreement with Strand & Associates, for professional engineering services to complete updates to the Water Model completed in 2019 in an amount not to exceed \$50,000.

ATTACHMENTS:

- Water Model Updates Engineering Services Memo (DOCX)
- SAI Proposed Final VoBG Agreement for Water Modeling Study and OnCall 2020 (PDF)
- Strand Ordinance (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, May 18, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 14, 2020
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Civil Engineer II
SUBJECT: Water Model Updates

Staff Recommendation

Staff recommends approval of the Strand contract in an amount not to exceed \$50,000.00, pending legal review.

Project Overview

In 2019, Strand Associates, Inc. completed a Water Model which then helped develop, and complete, the 2019 Water Rate Study. The Water Model helps to holistically view the water system and determine strengths and weaknesses of the system. Our system was found to have many strengths, but many of those were found in redundant or misappropriated Village facilities.

Past development has occurred in segments, initially without a full and complete vision for the Village. This required more than one water main to be placed on some streets or “reinforcement” mains to run to specific neighborhoods. While the system currently functions effectively, it is not as efficient as it could be. As we begin modifications to the system through the Infrastructure Modernization Program, we look to use the Water Model and Strand’s services to specifically develop main sizes and locations that are highly cost effective while maintaining or increasing our level of service.

Initially \$20,000 of this contract, or less, will be utilized in 2020 to plan for the next several years of water main construction. The remainder of the contract will then be used from 2021-2023 to adjust the Water Model according to changes required during permitting or construction, maintaining and effective and efficient plan for the next several years.

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the _____ day of _____, 2019 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Company("Firm Name")	Strand Associates, Inc
Address	1170 S. Houbolt Road, Joliet IL, 60431
Attn:	Chris Ulm, P.E.
Phone	815-744-4200
Email:	chris.ulm@strand.com

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove infrastructure or public works projects.

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 Services.
- D. **Reporting.** The Firm shall regularly report to the Public Works 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 Fees 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 subconsultant 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 services performed 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.

SECTION 4. PERSONNEL, SUBCONSULTANTS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit B 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. SUBCONSULTANTS (cont.)

- C. **Approval and Use of Subconsultants.** 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 subconsultants 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 subconsultants of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subconsultants.** If any personnel or subconsultant 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 subconsultant. 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 subconsultant 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.

SECTION 6. WARRANTY AND INSURANCE

- A. **Standard of Care.** The Firm warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance.
- 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, reasonable 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 negligent performance of the services by the Firm, its employees, or subconsultants, or which may in anywise result therefore, except that arising out of the legal cause of the Village, its agents or employees, the Firm shall, at its own expense, appear, defend and pay all reasonable 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 Agreement, 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 subconsultant 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 subconsultant 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 38 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 for the Services provided, performed, and completed in accordance with all required applicable 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 applicable 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 subconsultants', performance of, or failure to perform, the Services or any part thereof, except if the services were performed as directed by the Village.

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, upon notice to the Firm, 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 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, shall cause the Documents to be promptly delivered to the Village, in original format or a suitable format acceptable to the Village. The Villages re-use of any Documents prepared by the consultant for the purposes other than intended by this Agreement shall be at the Village's sole risk and without liability to Consultant.

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 Consultant in rendering the Services.

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

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

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

("Firm")	Strand Associates, Inc.
Address	1170 S Houbolt Road
	Joliet, IL 60431
Attn:	Chris Ulm, P.E.
Email:	chris.ulm@strand.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 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.
- 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 Agreement, the Services 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")**

1. Conduct a teleconference with the Village to discuss project goals, objectives, and schedule and gather data.
2. Update the existing water model with Village provided water system improvements or changes completed since the original water system study.
3. Review the existing water system performance in the southwest area using the updated water model for current maximum day demands. The southwest area contains the water main approximately bounded by the south and west Village boundary, Checker Drive, Old Checker Road, North Buffalo Grove Road, Illinois Route 83, Pauline Avenue, Weiland Road, Aptakisic Road, and South Buffalo Grove Road.
4. Prepare figure and list of water main sizing, locations, and points of connection over the Village's 20-year planning period of focused water main replacement in the southwest area. Sizing will consider fire flow availability for future demand and land development changes, as identified in the original water system study. Locations will consider moving water main from side yards and easements to street rights-of-way.
5. Provide a draft brief report and exhibits showing water main sizing and locations to Village for review. Conduct a teleconference to review draft brief report and collect comments.
6. Incorporate Village comments as appropriate and prepare final brief report. Submit two hard copies and one electronic copy to Village.
7. Provide up to 220 hours on-demand support services to Village to further refine the evaluation of the southwest area of the water distribution system during the progression of the Village's Infrastructure Modernization Program. Village may request that Firm establish a scope and fee for a specific task for review and approval prior to starting services or may direct Firm to proceed with the defined task or tasks without preset limits.

Key Personnel

Project Manager - Justin Bilskemper.
 Quality Control Engineer - Chris Ulm, P.E.
 Project Engineer - Connor O'Rourke
 Project Engineer - Kayla Schmidgall
 Project Engineer - Corrina Mauss

**Exhibit B.
Agreed Upon Fee Structure**

Compensation

For Scope Item Nos. 1 through 6 as shown on Exhibit A, Village shall compensate Firm for Services on an hourly rate basis plus expenses an estimated fee of \$20,000. For Scope Item No. 7 as shown on Exhibit A, Village shall compensate Firm for Services on an hourly rate basis plus expenses an estimated fee of \$30,000.

Schedule (Term of Agreement)

Services will begin upon execution of this Agreement, which is anticipated the week of May 18, 2020. Services for Scope Item Nos. 1 through 6, as shown on Exhibit A are scheduled for completion on June 30, 2020. Services for Scope Item No. 7, as shown on Exhibit A will occur over a three-year period, starting on July 1, 2020.

Exhibit C. Insurance

1. Firm's Insurance

Firm 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 services hereunder by the Firm, his agents, representatives, employees or subconsultants.

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.

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

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

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the 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, and employees; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

VoBG-2018-16

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, and employees 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, and employees.

- 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, and employees 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, and employees.
- 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, and agents 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

VoBG-2018-16

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 services by Firm or any subconsultant 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, and employees, 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 services commence. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subconsultants

Firm shall include all subconsultants as insured's under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage's for subconsultants 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 subconsultant, 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 negligent services performed pursuant to the Agreement.

VoBG-2018-16

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, and agents for losses arising from work performed by Firm for the municipality.

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.
- 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 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.

ORDINANCE 2020-_____**AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH STRAND ASSOCIATES, INC.**

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Strand Associates, Inc. for water system engineering to update the 2019 Water Model for future planning,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with Strand Associates, Inc. for water system engineering to update the 2019 Water Model for future planning at a price not to exceed \$50,000.00.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Strand Ordinance (O-2020-37 : Strand Water Model Update Engineering Services)



Resolution No. R-2020-22 : Amendments to Buffalo Grove Days and Fourth of July Agreements

Recommendation of Action

Staff recommends Approval

Staff recommends authorizing the Village Manager to amend existing Buffalo Grove Days agreements by extending each agreement by one additional term, due to the impact of COVID-19 and cancellation of Buffalo Grove Days 2020.

ATTACHMENTS:

- BGDays Amendments Resolution (DOCX)
- Pyrotechnics Amendment 1 (DOCX)
- Amendment 1 to NAME Agreement (DOCX)
- Amendment 1 to Indestructo Contract (DOCX)
- Amendment 1 to SoundWorks Contract (DOCX)
- Amendment 1 to Service Sanitation Contract (DOCX)
- Amendment 1 to Gen Power Contract (DOCX)

Trustee Liaison

Stein

Staff Contact

Brett Robinson, Finance

Monday, May 18, 2020

RESOLUTION 2020-_____

A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENTS WITH SERVICE PROVIDERS FOR BUFFALO GROVE DAYS AND THE FOURTH OF JULY

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

WHEREAS, the Village Board took steps that were in the best interests of public health and canceled the Fourth of July Fireworks display and the Buffalo Grove Days event for calendar year 2020

WHEREAS, it is in the best interest of the Village to execute amendments with multiple Vendors that supply goods and services for these events.

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

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

SECTION 2. The Village Board authorizes the Village Manager to execute amendments hereto attached.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: BGDays Amendments Resolution (R-2020-22 : Amendments to Buffalo Grove Days Agreements)

**AMENDMENT TO VILLAGE OF BUFFALO GROVE
and MELROSE PYROTECHNICS, INC.
PYROTECHNICS AGREEMENT**

This document is in reference to the Agreement dated January 11, 2019, by and between Melrose Pyrotechnics, Inc. of Kingsbury, Indiana and the Village of Buffalo Grove ("Village")

BE IT KNOWN that the undersigned parties, for good considerations agree to make the changes outlined below. These changes shall be as valid as if part of the original contract.

At the request of the Village, the July 4, 2020 Fireworks display was canceled or rescheduled a minimum of 30 days prior to the display, \$7,500.00 of the contract cost will be charged and will be considered a deposit for a future date scheduled within one (1) year and one (1) month of the original display date. The payment shall be made before the canceled display date.

F. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for three (3) years. The Agreement may be renewed upon mutual agreement by both parties for three (3) additional two (2) year 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 one hundred and eighty (180) calendar days for the purpose of securing a new agreement.

No other terms or conditions of the contract are negated or changed as a result of this addendum.

MELROSE PYROTECHNICS, INC.



Date Signed: May 5, 2020

Wynn Cramer, Event Producer
P.O. Box 302, 1 Kingsbury Industrial Park
Kingsbury, IN 46345
(800) 771-7976

Village of Buffalo Grove

By _____

Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____

(PLEASE TYPE OR PRINT)

Name _____

Address _____

Phone _____

Email _____

Attachment: Pyrotechnics Amendment 1 (R-2020-22 : Amendments to Buffalo Grove Days Agreements)

**AMENDMENT #1 TO VILLAGE OF BUFFALO GROVE
AND
NORTH AMERICAN MIDWAY ENTERTAINMENT
CONTRACT**

This Amendment is entered into this ____ day of _____, 2020 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and North American Midway Entertainment Inc. (hereinafter the "NAME").

RECITALS

Whereas, the VILLAGE and the NAME have previously entered into a Contract dated December 7, 2015 (hereinafter the "CONTRACT")

Whereas, the VILLAGE and the NAME find that it is in their best interests to amend the CONTRACT

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the NAME agree to amend the CONTRACT as follows:

Page 1 is hereby amended to read as follows:

THIS IS A THREE -YEAR CONTRACT EFFECTIVE FOR THE YEARS 2016, 2017 and 2018. THE PARTIES MAY MUTUALLY AGREE TO EXERCISE UP TO THREE (3) TWO (2) -YEAR OPTIONS (option 1: 2019 and ~~2020-2021~~, option 2: 2022 and 2023, and option 3: 2024 and 2025) ON THE TERMS HEREIN BY CONFIRMING SAME IN WRITING BY NOVEMBER 15th OF THE LAST EFFECTIVE YEAR OF THE CONTRACT OR OPTION.

Page 2 is hereby amended to read as follows:

To furnish, present and operate Midway attractions, consisting of a minimum of sixteen (16) amusement rides (space permitting) and a minimum of twelve (12) food and game concessions at the furnished location for an event known as "Buffalo Grove Days" for a period of five days ending on Labor Day in each year of this contract, specifically: Sept 1 -5, 2016; Aug 31 - Sept 4, 2017; and Aug 30 - Sept 3, 2018. If extension options are exercised, future event dates will be: Aug 29 - Sept 2, 2019; ~~Sept 3 -7, 2020~~; Sept 2 - 6, 2021; Sept 1-5, 2022; Aug 31 - Sept 4, 2023; Aug 29 - Sept 2, 2024; and Aug 28 - Sept 1, 2025. N.A.M.E, will provide the sponsor a ride list 45 days prior to the festival dates each year

Page 2 is hereby amended to read as follows:

To pay the Village 35% of the gross receipts from monies derived from the sale of admission tickets for rides and shows during the 2016 -2018 contract years; 36% of same during the 2019 - ~~2020~~ 2021 option contract years, if exercised; and 37% of same during the 2022 - 2023 option contract years, if exercised; and 38% of same during the 2024 -2025 option contract years, if exercised. Settlement for the rides and concessions booths shall be made on Monday after the event closes

EXECUTION

This Amendment is entered into as of the date first written above.

CONTRACTOR:

North American Midway Entertainment Inc

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

**AMENDMENT #1 TO VILLAGE OF BUFFALO GROVE
AND
INDESTRUCTO RENTAL COMPANY INC.
TENT AND EQUIPMENT RENTAL CONTRACT**

This Amendment is entered into this ____ day of _____, 2020 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Indestructo Rental Company Inc. (hereinafter the "CONTRACTOR").

RECITALS

Whereas, the VILLAGE and the CONTRACTOR have previously entered into a Contract dated December 4, 2018 (hereinafter the "AGREEMENT")

Whereas, the VILLAGE and the CONTRACTOR find that it is in their best interests to amend the AGREEMENT.

WITNESSETH

At the request of the Village, the Buffalo Grove Days Event for Calendar Year 2020 was canceled, \$5,000.00 of the contract cost has been charged and will be considered a deposit for a future date.

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the CONTRACTOR agree to amend the AGREEMENT as follows:

SCOPE OF SERVICES

10. The Tents and equipment will be delivered and set up on Wednesday, August 28, 2019. The tents will remain in place and be maintained as necessary thru Monday, September 2, 2019. The tents and Equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday September 3, 2019. Each successive option year of the contract the dates will change as follows:

- a) ~~Buffalo Grove Days 2020: The tents and equipment will be delivered and set up on Wednesday, September 2, 2020. The tents will remain in place and be maintained as necessary thru Monday, September 7, 2020. The tents and equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday September 8, 2020.~~
- b) Buffalo Grove Days 2021: The tents and equipment will be delivered and set up on Wednesday, September 1, 2021. The tents will remain in place and be maintained as necessary thru Monday, September 6, 2021. The tents and

- equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday, September 7, 2021.
- c) Buffalo Grove Days 2022: The tents and equipment will be delivered and set up on Wednesday, August 31, 2022. The tents will remain in place and be maintained as necessary thru Monday, September 5, 2022. The tents and equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday, September 6, 2022.
 - d) Buffalo Grove Days 2023: The tents and equipment will be delivered and set up on Wednesday, August 30, 2023. The tents will remain in place and be maintained as necessary thru Monday, September 4, 2023. The tents and equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday, September 5, 2023.
 - e) Buffalo Grove Days 2024: The tents and equipment will be delivered and set up on Wednesday, August 28, 2024. The tents will remain in place and be maintained as necessary thru Monday, September 2, 2024. The tents and equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday, September 3, 2024.
 - f) Buffalo Grove Days 2025: The tents and equipment will be delivered and set up on Wednesday, August 27, 2025. The tents will remain in place and be maintained as necessary thru Monday, September 1, 2025. The tents and equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday, September 2, 2025.
 - g) Buffalo Grove Days 2026: The tents and equipment will be delivered and set up on Wednesday, September 1, 2026. The tents will remain in place and be maintained as necessary thru Monday, September 6, 2026. The tents and equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday, September 7, 2026.
 - h) Buffalo Grove Days 2027: The tents and equipment will be delivered and set up on Wednesday, September 1, 2027. The tents will remain in place and be maintained as necessary thru Monday, September 6, 2027. The tents and equipment must be removed from the site no later than 6:00 p.m. local time on Tuesday, September 7, 2027.

ARTICLE V – CONTRACT TIME

The Village will enter into a three (3) year contract term with three (3) possible two (2) year extensions from the date of award. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

EXECUTION

This Amendment is entered into as of the date first written above.

CONTRACTOR:

Indestructo Rental Company Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

Attachment: Amendment 1 to Indestructo Contract (R-2020-22 : Amendments to Buffalo Grove Days Agreements)

AMENDMENT #1 TO VILLAGE OF BUFFALO GROVE
AND
SOUND WORKS PRODUCTIONS INC.
Rider to Quotes 8445-5, 8446-4, and 9167-4

This Amendment is entered into this ____ day of _____, 2020 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Sound Works Productions Inc. (hereinafter the "CONTRACTOR").

RECITALS

Whereas, the VILLAGE and the CONTRACTOR have previously entered into a Contract dated January 28, 2019 (hereinafter the "AGREEMENT")

Whereas, the VILLAGE and the CONTRACTOR find that it is in their best interests to amend the AGREEMENT.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the CONTRACTOR agree to amend the AGREEMENT as follows:

General Terms

I. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 36 months. The Agreement may be renewed upon mutual agreement by both parties for three 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.

Quote 8446-4 is stricken in its entirety and removed from the Agreement

EXECUTION

This Amendment is entered into as of the date first written above.

CONTRACTOR:

Sound Works Productions Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

Attachment: Amendment 1 to SoundWorks Contract (R-2020-22 : Amendments to Buffalo Grove Days Agreements)

**AMENDMENT #1 TO VILLAGE OF BUFFALO GROVE
AND
SERVICE SANITATION INC.
PORTABLE RESTROOM RENTAL AND SERVICE CONTRACT**

This Amendment is entered into this ____ day of _____, 2020 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Service Sanitation Inc. (hereinafter the "CONTRACTOR").

RECITALS

Whereas, the VILLAGE and the CONTRACTOR have previously entered into a Contract dated January 23, 2017 (hereinafter the "AGREEMENT")

Whereas, the VILLAGE and the CONTRACTOR find that it is in their best interests to amend the AGREEMENT.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the CONTRACTOR agree to amend the AGREEMENT as follows:

Is hereby amended to read as follows:

BID SPECIFICATIONS

9. Contract Extension(s) will require the same services on the same days but the date of the event will change as follows:

- a. Buffalo Grove Days 2018: Monday August 27, 2018 through Tuesday September 4, 2018
- b. Buffalo Grove Days 2019: Monday August 26, 2019 through Tuesday September 3, 2019
- c. ~~Buffalo Grove Days 2020: Monday August 31, 2020 through Tuesday September 8, 2020~~
- d. Buffalo Grove Days 2021: Monday August 30, 2021 through Tuesday September 7, 2021
- e. Buffalo Grove Days 2021: Monday August 29, 2021 through Tuesday September 6, 2022

EXECUTION

This Amendment is entered into as of the date first written above.

CONTRACTOR:

Service Sanitation Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

Attachment: Amendment 1 to Service Sanitation Contract (R-2020-22 : Amendments to Buffalo Grove Days Agreements)

**AMENDMENT #1 TO VILLAGE OF BUFFALO GROVE
AND
GEN POWER INC.
PORTABLE POWER AND LIGHTING CONTRACT**

This Amendment is entered into this ____ day of _____, 2020 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Gen Power Inc. (hereinafter the "CONTRACTOR").

RECITALS

Whereas, the VILLAGE and the CONTRACTOR have previously entered into a Contract dated January 23, 2017 (hereinafter the "AGREEMENT")

Whereas, the VILLAGE and the CONTRACTOR find that it is in their best interests to amend the AGREEMENT.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the CONTRACTOR agree to amend the AGREEMENT as follows:

BID SPECIFICATIONS

Is hereby amended to read as follows:

11. Contract Extension(s) will require the same services on the same days but the date of the event will change as follows:

- a. Buffalo Grove Days 2018: Monday August 27, 2018 through Tuesday September 4, 2018
- b. Buffalo Grove Days 2019: Monday August 26, 2019 through Tuesday September 3, 2019
- c. ~~Buffalo Grove Days 2020: Monday August 31, 2020 through Tuesday September 8, 2020~~
- d. Buffalo Grove Days 2021: Monday August 30, 2021 through Tuesday September 7, 2021
- e. Buffalo Grove Days 2021: Monday August 29, 2021 through Tuesday September 6, 2022

EXECUTION

This Amendment is entered into as of the date first written above.

CONTRACTOR:

Gen Power Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

Attachment: Amendment 1 to Gen Power Contract (R-2020-22 : Amendments to Buffalo Grove Days Agreements)



Resolution No. R-2020-23 : Resolution Approving Intergovernmental Agreement for IPBC Participation - Solid Waste Agency of Northern Cook County

Recommendation of Action

Staff recommends approval of the attached resolution and intergovernmental agreement permitting the Solid Waste Agency of Northern Cook County to participate in the Intergovernmental Personnel Benefits Cooperative under the membership of Buffalo Grove. The agreement has been approved as to form by the Village Attorney and SWANCC's legal counsel.

SWANCC is a 23-member organization serving the northwest suburbs, coordinating the disposal of residential and commercial refuse. As a standalone agency, SWANCC has three full-time employees for purposes of providing health plan benefits. SWANCC has requested to participate in the Village's IPBC health plan. The agency will cover 100% of its premium and plan costs as a participant. The agreement provides for a three year term. The Village may terminate the agreement at any time with 180 days' notice to SWANCC. If approved, the effective date of SWANCC's participation would be July 1, 2020.

ATTACHMENTS:

- 05-18-20 Resolution Authorizing Execution of Intergovernmental Agreement (DOCX)
- 05-18-20 SWANCC Intergovernmental Agreement IPBC (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 18, 2020

Resolution No. 2020-_____

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF BUFFALO GROVE AND SOLID WASTE
AGENCY OF NORTHERN COOK COUNTY, "SWANCC"**

WHEREAS, the Village of Buffalo Grove and the Solid Waste Agency of Northern Cook County are both units of local government as defined under the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;

WHEREAS, the Village of Buffalo Grove is a member of the IPBC Health Cooperative Fund ("Fund");

WHEREAS, under the By-Laws of the Fund, units of government may contract with each other to create an intergovernmental benefit pool with the rights and powers equivalent to that of a single member of the Fund;

WHEREAS, SWANCC has requested the Village to enter into an Intergovernmental Agreement to achieve the purposes and receive the benefits of the Fund;

WHEREAS, the Fund has consented to the Village of Buffalo Grove adding SWANCC as a listed entity to the Village of Buffalo Grove's membership;

WHEREAS, the entry into the Intergovernmental Agreement is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Village President is authorized to execute an Intergovernmental Agreement between the Village of Buffalo Grove and Solid Waste Agency of Northern Cook County, "SWANCC".
2. That the Village staff is authorized to take all necessary steps for the implementation of said agreement.

AYES: _____
NAYES: _____
ABSENT: _____

Passed _____, 2020
Approved _____, 2020

Approved:

Beverly Sussman, Village President

Attest:

Janet Sirabian, Village Clerk

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF BUFFALO GROVE AND SOLID WASTE AGENCY OF NORTHERN
COOK COUNTY, "SWANCC"**

THIS AGREEMENT made and entered into this _____ day of _____, 2020,
by and between the VILLAGE OF BUFFALO GROVE, an Illinois municipal corporation and
("Pool or Cooperative Member") and the SWANCC, ("Listed Entity"), a unit of local
government, quasi-governmental body, or non-profit public service entity.

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes
units of local government to contact or otherwise associate among themselves in any manner not
prohibited by law or by ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act" 5 ILCS 220/1 et. seq. authorizes
units of local government to exercise any power or powers, privileges or authority which may be
exercised by a unit of local government individually, to be exercised and enjoyed jointly with
any other unit of local government in the State; and

WHEREAS, units of local government within Illinois have found it increasingly
expensive to provide health and life insurance benefits to their officers and employees; and

WHEREAS, a large number of local government entities, having undertaken a series of
studies to determine the feasibility of creating an intergovernmental entity known as IPBC
("Health Cooperative Fund") for the purposes of administering some or all of the personnel
benefits programs offered by its member units of local government to their respective officers
and employees, created and have successfully operated such a Cooperative; and

WHEREAS, the corporate authorities of the Village of Buffalo Grove and other local government entities have organized the Cooperative and have adopted a combined Contract and By-laws for such agency (the “Cooperative BY-LAWS”); and

WHEREAS, the Contract and By-Laws of Cooperative (“BY-LAWS”), as amended, allow combinations of units of local government, other governmental bodies, quasi governmental bodies and non-profit public service entities to contract with each other to create an intergovernmental benefit pool with the rights and powers equivalent to that of a single member of the Cooperative; and

WHEREAS, the Cooperative BY-LAWS provide that the Village of Buffalo Grove, as a member of the Cooperative must add listed entities to receive benefits as defined in the Cooperative BY-LAWS, provided, however, that the member who lists other entities to its membership shall be the sole member of the Cooperative, and shall be responsible for all costs and duties of membership provided by the Cooperative BY-LAWS; and

WHEREAS, SWANCC has requested that the Village of Buffalo Grove add it as a listed entity to the Village of Buffalo Grove’s membership in the Cooperative, provided SWANCC is responsible for and subject to all the costs, expenses, liabilities, obligations and conditions arising out of such listing, as is more fully set forth in this Agreement; and

WHEREAS, the Cooperative has heretofore consented to the Village of Buffalo Grove adding SWANCC as a listed entity to the Village of Buffalo Grove’s membership in the Cooperative.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals contained hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

2. AGREEMENT TO ACCEPT. Subject to all the terms, provisions, conditions and restrictions of the Cooperative BY-LAWS, the Village of Buffalo Grove agrees to add SWANCC as a listed entity to its membership in the Cooperative. SWANCC shall not be deemed to be a member of the Cooperative.

3. PLAN OF BENEFITS. The Plan of Benefits to be available to eligible employees of SWANCC shall be the Plan of Benefits available to the Village of Buffalo Grove employees, as approved and amended from time to time by the Board of Directors of the Cooperative and as available from time to time to employees of the Village of Buffalo Grove, subject to all the conditions and restrictions set forth in the Cooperative BY-LAWS, except that: (here list any exceptions _____). In the event SWANCC wishes to provide a Plan of Benefits through the Village of Buffalo Grove's membership in the Cooperative which is different than noted herein, such differences shall be subject to the approval of the Cooperative and the Village of Buffalo Grove. Changes to the Plan of Benefits, other than changes required by the Cooperative, shall be made by SWANCC only after the Village of Buffalo Grove has been fully informed of the proposed changes, and the Village of Buffalo Grove and SWANCC have consulted with one another in a good faith effort to mutually agree on such changes.

4. ELIGIBLE EMPLOYEES. Only regular full-time employees of SWANCC shall be eligible to participate in and receive benefits under the Plan of Benefits. For purposes of this Agreement, "full-time regular employees" shall be defined as set forth in the Personnel Manual adopted by SWANCC, as amended from time to time. Notwithstanding anything contained

herein to the contrary, employees of SWANCC shall not be deemed to be employees of the Village of Buffalo Grove for any purposes.

5. COSTS OF PARTICIPATION. SWANCC shall promptly pay all costs attributable to SWANCC being a listed entity to the Village of Buffalo Grove's membership in the Cooperative and participating in the Plan of Benefits, at such terms and in such amounts as shall be established from time to time by the Cooperative.

6. OBLIGATIONS OF SWANCC TO VILLAGE OF BUFFALO GROVE. Except to the extent expressly modified by the terms and provisions of this Agreement, SWANCC shall be obligated to the Village of Buffalo Grove, to the same extent that it would be obligated in any manner to the Cooperative pursuant to the Cooperative BY-LAWS, as though it were a member of the Cooperative.

7. EXPULSION OF SWANCC. By a majority vote of the corporate authorities of the Village of Buffalo Grove, SWANCC may be expelled as a listed agency to the Village of Buffalo Grove's membership in the Cooperative. Such expulsion may be carried out for one or more of the following reasons:

A. Failure to make any payments due to the Village of Buffalo Grove or the Cooperative under this Agreement.

B. Failure to furnish full cooperation with the Cooperative or the Village of Buffalo Grove's attorneys, claims adjusters, benefits administrator, or any agent, employee, officer or independent contractor of the Cooperative or the Village of Buffalo Grove relating to the purpose and powers of the Cooperative or the Village of Buffalo Grove's participation therein, and/or

C. Failure to carry out any obligation which impairs the ability of the Village of Buffalo Grove to participate in the Cooperative or which impairs the ability of the

Cooperative to carry out its purposes and powers.

D. Any event adverse to the interest of the Village of Buffalo Grove as a result of SWANCC being a listed agency.

SWANCC may not be expelled except after written notice from the Village of Buffalo Grove of the alleged failure, together with a reasonable opportunity, of not less than ten (10) days nor more than thirty (30) days, to cure the alleged failure.

8. WITHDRAWAL AS A LISTED AGENCY. With or without cause, SWANCC may withdraw as a listed agency to the Village of Buffalo Grove's membership in the Cooperative by giving written notice of withdrawal to the Village of Buffalo Grove at least ~~ninety-one-hundred and eighty (90180)~~ days prior to the commencement of any fiscal year of the Cooperative. At the present time, the fiscal year of the Cooperative commences on July 1st. Failure to give such notice shall obligate SWANCC to continue as a listed agency for the next fiscal year, except where the Village of Buffalo Grove withdraws from the Cooperative, the Cooperative terminates, the Cooperative declines to permit the Village of Buffalo Grove to remain within the Cooperative, or the Cooperative declines to permit SWANCC to remain as a listed entity. Withdrawal may only be made to take effect at the end of the then current fiscal year. Withdrawal shall not relieve SWANCC of any payment or any other continuing obligation of this Agreement, incurred prior to such withdrawal.

9. TERMINATION OF SWANCC AS A LISTED ENTITY. With or without cause, the Village of Buffalo Grove may terminate SWANCC as a listed entity to the Village of Buffalo Grove's membership in the Cooperative by giving written notice of termination to SWANCC at least ~~ninety-one-hundred and eighty (90180)~~ days prior to the commencement of any fiscal year of the Cooperative. Failure to give such notice shall not obligate the Village of Buffalo Grove to continue SWANCC as a listed entity to the Village of Buffalo Grove's membership in the

Cooperative. Termination shall not relieve SWANCC of any payment or any other continuing obligation of this Agreement, incurred prior to such termination.

10. INDEMNIFICATION. To the fullest extent permitted by law, SWANCC hereby agrees to defend, indemnify, and hold harmless the Village of Buffalo Grove, its officers, agents and employees, against all injuries, death, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the Village of Buffalo Grove, its officers, agents and employees, arising out of in whole or in part, or in consequence of the performance of this Agreement and the Village of Buffalo Grove's adding SWANCC as a listed entity to the Village of Buffalo Grove's membership to the Cooperative. SWANCC shall, at its own expense, appear, defend, and pay all charges or attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the Village of Buffalo Grove, its officers, agents and employees, in any such action, SWANCC shall, at its own expense, satisfy and discharge the same. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended. This paragraph shall survive termination of this Agreement or expulsion of SWANCC.

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11. LIMITATION OF REMEDIES TO SWANCC AND THE VILLAGE OF BUFFALO GROVE. The sole remedies available to SWANCC or the Village of Buffalo Grove, upon any breach of this Agreement by the other party, shall be specific performance of or the cancellation of this Agreement. It is of the essence of this Agreement that the Village of Buffalo Grove and SWANCC shall not be liable in money damages for any breach of this Agreement

except for any obligation of SWANCC to pay unpaid amounts or any obligation of the Village of Buffalo Grove to return overpayments.

~~11.~~ ENTIRE UNDERSTANDING. This Agreement sets for the entire understanding of the parties and may only be amended by a written instrument signed by the parties hereto.

~~12.~~ ASSIGNMENT. This Agreement shall not be assigned by any party hereto.

~~13.~~ COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

~~14.~~ NOTICES. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

- A. Village Administrator
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089
- B. Executive Director
Solid Waste Agency of Norther Cook County
77 W. Hintz, suite 200
Wheeling, Illinois 60090
- C. To any such person or place which any party hereto, by its prior written notice, shall designate for notice to it from the other parties hereto.

~~15.~~ GOVERNING LAW. This Agreement shall be governed in accordance with the laws of the State of Illinois.

~~16.~~ EFFECTIVE DATE. The provisions of this Agreement shall become effective and SWANCC shall be deemed to be a listed entity of the Village of Buffalo Grove's membership in the Cooperative at 12:01 a.m. on _____, 2020.

17. This Agreement shall be in effect from date of execution until July 1, 2023 unless terminated earlier pursuant to section 8 or 9 above.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and duly attested in accordance with ordinances duly passed by their respective corporate authorities.

municipal VILLAGE OF BUFFALO GROVE, an Illinois corporation

By: _____
Its: Village President

ATTEST:

Village Clerk

SWANCC, _____

By: _____
Its: _____

ATTEST:



Action Item : Reject Bids - Pavement Patching

Recommendation of Action

Staff recommends rejecting all bids.

The bids for Pavement Patching were received and opened on February 27, 2020. Due to the uncertainty surrounding the impact of COVID-19 on MFT funding, staff believes it would be best to not award this project at this time. Staff recommends rejecting all Bids for the Pavement Patching project (VoBG-2020-15)

Trustee Liaison
Pike

Staff Contact
Brett Robinson, Finance

Monday, May 18, 2020