



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
May 15, 2023 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Apr 17, 2023 7:30 PM
- B. Village Board - Special Meeting - May 1, 2023 7:29 PM
- C. Village Board - Committee of the Whole - May 1, 2023 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1355 (Trustee Pike) (Staff Contact: Chris Black)

4. Special Business

- A. R-2023-11 Resolution Accepting the Canvass of Votes at it Relates to the Office of Village Trustee and Village President from the April 4, 2023 Consolidated Election (Clerk Sirabian) (Staff Contact: Jessie Brown)
- B. Swearing in of Elected Officials (Clerk Sirabian) (Staff Contact: Dane Bragg)
- C. Roll Call of Newly Sworn in Officials
- D. Proclamation Recognizing Beverly Sussman's Exceptional Service, Dedication, and Commitment to the Village of Buffalo Grove (President Smith) (Staff Contact: Dane Bragg)
- E. Appointment of the Village President Pro Tem (President Smith) (Staff Contact: Dane Bragg)
- F. R-2023-12 Resolution Ratifying Appointment of Village Officers (President Smith) (Staff Contact: Dane Bragg)
- G. 2023-24 Village Board Portfolios (President Smith) (Staff Contact: Dane Bragg)
- H. Appointment of Board, Commission, and Committee Members (President Smith) (Staff Contact: Dane Bragg)

5. Village President's Report

- A. Proclamation Recognizing Ryan Risinger's Enduring Impact on the Village of Buffalo Grove (President Smith) (Staff Contact: Dane Bragg)
- B. Proclamation Declaring June 2Nd as National Gun Violence Awareness Day (President Smith) (Staff Contact: Dane Bragg)

6. Village Manager's Report

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. R-2023-13 A Resolution Approving the Appointment of Eric Smith, Village President, to the Board of Directors of the Solid Waste Agency of Northern Cook County (President Smith) (Staff Contact: Dane Bragg)

SUMMARY: As part of the Village's member use agreement with the Solid Waste Agency of Northern Cook County, the Village Board is required to appoint a director and alternate director to serve on the Board of Directors.

- B. R-2023-14 Resolution Authorizing Village President Smith as Authorized Signer on Bank Accounts (Trustee Pike) (Staff Contact: Chris Black)

SUMMARY: Staff requests the Village Board adopt a resolution authorizing Village President Smith as an authorized signer on Village bank accounts.

- C. Proclamation Recognizing National Emergency Services Week (Trustee Cesario) (Staff Contact: Mike Baker)

SUMMARY: A proclamation recognizing May 21 through May 27, 2023 as National Emergency Services Week.

- D. Proclamation Recognizing National Public Works Week (Trustee Cesario) (Staff Contact: Kyle Johnson)

SUMMARY: A proclamation recognizing May 21st through May 27th, 2023 as National Public Works Week.

- E. O-2023-62 An Ordinance Amending Chapter 5.20 - Liquor Controls (President Smith) (Staff Contact: Jessie Brown)

SUMMARY: The Class E liquor license issued to Buffalo Grove Cherry Incorporated (d/b/a Corned Beef Factory) at 700 East Lake Cook Rd 105-106 is hereby rescinded. The business will not be moving forward with opening a Buffalo Grove location.

- F. O-2023-63 Ordinance Approving Sign Variations at 50 W Dundee (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

SUMMARY: Flynn Restaurant Group is seeking sign variations to replace three wall signs and three canopy signs at the Taco Bell located at 50 W Dundee Road. The proposed signs exceed the number of permitted canopy and wall signs allowed.

- G. O-2023-64 Approve an Ordinance for a Recreational Use in the I District at 1425 Busch Parkway. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

SUMMARY: 2 Hours of Freedom Inc. is requesting approval of a Special Use for a recreational use in the Village's Industrial District at 1425 Busch Parkway for a children's indoor playground and activity. Planning & Zoning Commission unanimously recommended approval.

- H. O-2023-65 Ordinance Authorizing an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Staff recommends approval of the Christopher B. Burke time & material contract for development review services for an initial limit not to exceed \$50,000.

- I. O-2023-66 Ordinance Authorizing a Sewer Flow Monitoring Agreement with McKim & Creed (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Staff recommends approval of the McKim & Creed sewer flow monitoring agreement for maintenance and analytics through sewer sensors, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed \$86,162.50.

- J. O-2023-67 Ordinance Authorizing an Intergovernmental Agreement with the Village of Wheeling Relating to the Maintenance and Ownership Responsibilities of the Lake Cook Road Project (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: The Village of Wheeling and the Village staff are proposing to enter into an Inter-Governmental Agreement for the shared maintenance and electrical costs along the Lake Cook Road project. As the work includes modifications to Village owned infrastructure, an agreement is required.

- K. O-2023-68 Ordinance Authorizing the Purchase of One 2022 Ford F-350 Service Body Crane Truck from Kunes Ford (Trustee Pike) (Staff Contact: Jim Warnstedt)

SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2022 Ford F-350 Service Body Crane Truck from Kunes Ford, in an amount not to exceed \$67,718.61.

9. Ordinances and Resolutions

- A. O-2023-69 Ordinance Authorizing the Purchase of Three 2024 Ford F-750 Plow Trucks from Bonnell Industries (Trustee Pike) (Staff Contact: Jim Warnstedt)
- B. O-2023-70 Ordinance Authorizing the Purchase of Two 2022 Chevrolet 4500 Dump Trucks from Ray Chevrolet (Trustee Pike) (Staff Contact: Jim Warnstedt)
- C. O-2023-72 Ordinance Amending Fiscal Year 2022 Budget for the Village of Buffalo Grove (Trustee Pike) (Staff Contact: Chris Black)
- D. O-2023-73 Ordinance Establishing a Public Hearing Date of July 17, 2023 at 7:30PM for the Proposed 2023 Buffalo Grove Dundee Road TIF District (Trustee Stein) (Staff Contact: Nicole Woods)
- E. O-2023-74 Approval of Contract Between the Village and Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF, AFL-CIO, CLC for the Period of May 1, 2020 - April 30, 2023 (Trustee Ottenheimer) (Staff Contact: Arthur Malinowski)
- F. O-2023-75 Ordinance Approving a Side Letter of Agreement Between the Village of Buffalo Grove and the Metropolitan Alliance of Police (Trustee Ottenheimer) (Staff Contact: Arthur Malinowski)
- G. R-2023-15 Resolution Approving the Revised 2023 Pay Ranges for Village of Buffalo Grove Employees (Trustee Ottenheimer) (Staff Contact: Arthur Malinowski)
- H. R-2023-16 Resolution Authorizing the Village Manager to Execute a First Amendment to the Lease with WJN Golf, LLC Located at 401 Half Day Road (Frank Cesario) (Staff Contact: Chris Stilling)

10. Unfinished Business

11. New Business

- A. Rejection of Public Works Facility Bids, Waive Bids, and Authorization to Negotiate Contracts (Trustee Stein) (Staff Contact: Jim Warnstedt)

12. Public Comment

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

13. Executive Session

14. Adjournment

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

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

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, MONDAY, APRIL 17, 2023**

CALL TO ORDER

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

ROLL CALL

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

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

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Johnson, to approve the minutes of the March 16, 2023, Special Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Smith, seconded by Weidenfeld, to approve the minutes of the March 17, 2023, Special Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Johnson, seconded by Weidenfeld, to approve the minutes of the March 20, 2023, Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSTAIN: 1 – Ottenheimer

Motion declared carried.

Moved by Smith, seconded by Johnson, to approve the minutes of the April 3, 2023, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1354

Ms. Berman read Warrant #1354. Moved by Stein, seconded by Weidenfeld, to approve Warrant #1354 in the amount of \$6,599,754.91 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

Minutes Acceptance: Minutes of Apr 17, 2023 7:30 PM (Approval of Minutes)

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

There is no Village Manager's Report tonight.

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

CONSENT AGENDA

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

Proclamation – Municipal Clerks Week

Motion to approve a Proclamation recognizing April 30, 2023-May 6, 2023, as Professional Municipal Clerks Week in the Village of Buffalo Grove.

Proclamation – Arbor Day

Motion to approve a Proclamation recognizing Friday, April 28, 2023, as Arbor Day in the Village of Buffalo Grove. This Proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

Proclamation – Distracted Driving Awareness

Motion to approve a Proclamation recognizing April as Distracted Driving Awareness Month in the Village of Buffalo Grove.

Resolution No. 2023-9 - SWANCC

Motion to pass Resolution No. 2023-9, approving an Intergovernmental Agreement for IPBC (Intergovernmental Personnel Benefits Cooperative) Participation – Solid Waste Agency of Northern Cook County.

Ordinance No. 2023-40 – Public Works Facility

Motion to pass Ordinance No. 2023-40 approving the complete version of the American Institute of Architects Owner/Contractor Agreement with AIA Document A201-2017 for the new Public Works facility

Ordinance No. 2023-41 – Bobcat L28

Motion to pass Ordinance No. 2023-41, authorizing the purchase of a Bobcat L28 Small Articulating Loader from Atlas Bobcat, in an amount not to exceed \$57,574.00.

Ordinance No. 2023-42 – Dump Truck

Motion to pass Ordinance No. 2023-42, authorizing the purchase of one 2023 Chevrolet 4500HD Crew Cab Dump Truck from Ray Chevrolet, in an amount not to exceed \$91,579.26.

Ordinance No. 2023-43 – F-250 Truck

Motion to pass Ordinance No. 2023-43, authorizing the purchase of one 2022 Ford F-250 Service Body Truck from Victor Ford, in an amount not to exceed \$64,523.26.

Ordinance No. 2023-44 – Ford F-350

Motion to pass Ordinance No. 2023-44, authorizing the purchase of one 2022 Ford F-350 Super Duty Truck from Morrow Brothers Ford, in an amount not to exceed \$69,190.00.

Ordinance No. 2023-45 – Asphalt Hot Box Trailer

Motion to pass Ordinance No. 2023-45, authorizing the purchase of one 2023 Falcon 5D2TT Asphalt Hot Box Trailer from Midwest Paving Equipment, Inc. in an amount not to exceed of \$39,595.00.

Ordinance No. 2023-46 – Duke's Root Control

Motion to pass Ordinance No. 2023-46 authorizing an Inspection Services Agreement with Duke's Root Control, Inc. for a total contract value of \$90,586.00, with a contingency fund in the amount of \$9,058.60.

Ordinance No. 2023-47 – Gewalt Hamilton

Motion to pass Ordinance No. 2023-47 authorizing an Engineering Agreement with Gewalt Hamilton Associates, Inc. for construction engineering services for the MFT Program in 2023.

Ordinance No. 2023-48 – Olive Hill Drive

Motion to pass Ordinance No. 2023-48, updating Title 10 of the Municipal Code – Olive Hill Drive *No Parking* signs.

Ordinance No. 2023-49 – 3050 N. Main Street

Motion to pass Ordinance No. 2023-49, approving an Amendment to a Special Use Ordinance and a Preliminary Plan for a Cricket Pitch at Park at 3050 N. Main Street.

Ordinance No. 2023-50 – 1011 Asbury

Motion to pass Ordinance No. 2023-50, approving an Ordinance for a Special Use for Motor Freight Terminal and Outdoor Storage in the Industrial District at 1011 Asbury Drive.

Ordinance No. 2023-51 – 2020 Olive Hill Drive

Motion to pass Ordinance No. 2023-51, approving Zoning Map Amendment, a Special Use, a Preliminary Plan, and a Parking Variation to allow improvements to Prairie Grove Park at 2020 Olive Hill Drive.

Ordinance No. 2023-52 – 70 S. Buffalo Grove Road

Motion to pass Ordinance No. 2023-52, approving sign variation at Buffalo Creek Apartments at 70 S. Buffalo Grove Road.

Ordinance No. 2023-53 – 1250 Radcliffe Road

Motion to pass Ordinance No. 2023-53, approving an ordinance granting a Special Use for a Childcare Center and a Private School in the R-5 District at 1250 Radcliffe Road.

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

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

President Sussman recognized Village Engineer, Darren Monico, attending his last meeting tonight, and thanked him for his 10 years of outstanding service to the Village of Buffalo Grove, as he was thanked and congratulated by the audience and the Board. Mr. Monico thanked the Board and Village staff for the support given to him and the Public Works Department and noted that he is honored to have been a part of the Village of Buffalo Grove.

ORDINANCE NO. 2023-54 – LEIDER ASSOCIATES

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-54, authorizing the Village Manager to pay association fees for the property located at 1650 Leider Lane at a price not to exceed \$119,755.50.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated April 13, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-55 – SANITARY SEWER REPAIR

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2023-55, approving the Berger Excavating payment at a total cost of \$202,307.49, subject to review and approval by the Village Attorney for emergency sewer repair services on Hintz Road.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo of April 13, 2023, to Mr. Bragg.

Staff was commended for their quick response to this situation and for the collaboration with the other municipalities involved to ensure that residents' homes were not adversely affected.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2023-56 – CIORBA GROUP

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-56, approving the Ciorba Group contract for design and construction engineering services for survey, design engineering and construction engineering to be performed from 2023 to 2028 as part of the Infrastructure Modernization Program.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo of April 13, 2023, 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. 2023-57 – GEWALT HAMILTON

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2023-57, authorizing an Engineering Services Agreement with Gewalt Hamilton Associates, Inc. For design and construction engineering services for a portion of the Infrastructure Modernization Program for 2024 through 2027.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo of April 13, 2023, 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. 2023-58 – ROAD SALT

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-58, 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 \$173,901.00 in accordance with the Illinois Governmental Joint Purchasing Act, pending review and approval by the Village Attorney.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo of April 13, 2023, 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. 2023-59 – HAMPTON LENZINI AND RENWICK INC.

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2023-59, authorizing a contract with Hampton Lenzini and Renwick for design and construction engineering services for a portion of the Infrastructure Modernization Program for 2024 through 2027.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo of April 13, 2023, 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. 2023-60 – 400 LaSALLE

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2023-60, approving Zoning Map Amendment, Special Use, Plat of Subdivision & Preliminary Plan for 12-Unit Townhome Development at 400 LaSalle Lane.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo from her and Kelly Purvis to Mr. Bragg dated April 17, 2023.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2023-61 – PARK PLACE TOWNHOME DEVELOPMENT

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2023-61, Park Place Townhome Development Improvement Agreement located on LaSalle Lane, subject to the receipt of the required fees, approval of final engineering plans and Village Attorney review and approval.

Mr. Monico reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated March 28, 2023.

Alex Baradzin, 320 Thompson Boulevard, commented on the proposed development, noting that he and his neighbors would prefer a single-family development rather than townhomes.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

105 LEXINGTON DRIVE

Moved by Pike, seconded by Johnson, to allow a pre-application discussion for a proposed self-storage facility at 105 Lexington Drive.

Ms. Woods reviewed the proposal, details of which are contained in the memo to the Board from her and Kelly Purvis dated April 17, 2023.

Jeff Budgell, Architect, and Elliot Birman further reviewed the proposal using a PowerPoint presentation.

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

Trustee Ottenheimer 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 Johnson, seconded by Stein, 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 Regular Meeting was adjourned at 8:14 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF May 2023

Village President

MINUTES OF THE SPECIAL MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON MONDAY, MAY 1, 2023

CALL TO ORDER

President Sussman called the meeting to order at 7:29 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Molly Gillespie, Communications Director; Brett Robinson, Director of Purchasing; Nicole Woods, Director of Community Development; Jim Warnstedt, Deputy Director of Public Works; Kyle Johnson, Assistant Director of Public Works; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Police Chief Budds.

RESOLUTION NO. 2023-10 – CANVASS OF VOTES

Moved by Ottenheimer, seconded by Weidenfeld, to pass Resolution No. 2023-10, accepting the Canvass of Votes from the April 4, 2023, Consolidated Election. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

OATH OF OFFICE

Judge Charles Johnson of the Nineteenth Judicial Circuit Court of Lake County noted that he is honored to be in attendance this evening, and then administered the Oath of Office to Village Clerk Janet Sirabian.

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 Johnson, to adjourn the meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 7:34 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF May 2023

Village President

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY MAY 1, 2023

CALL TO ORDER

President Sussman called the meeting to order at 7:34 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Molly Gillespie, Communications Director; Brett Robinson, Director of Purchasing; Nicole Woods, Director of Community Development; Jim Warnstedt, Deputy Director of Public Works; Kyle Johnson, Assistant Director of Public Works; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; and Police Chief Budds.

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

SPECIAL RECOGNITION

Mr. Bragg noted that there are several special guests present this evening who wish to provide recognition to President Beverly Sussman as she completes her term of office.

State Representative Didech, State Senator Johnson and Lake County Board Member Altenberg all read Proclamations, Resolutions and Commendations from their respective bodies of government thanking and commending President Sussman for her years of outstanding service to the Village of Buffalo Grove.

President Sussman thanked everyone for their kind words and commended the entire Village staff for the accomplishments that have occurred during her tenure.

PROCLAMATION – NATIONAL POLICE WEEK

Trustees Weidenfeld and Smith read a Proclamation recognizing *National Police Week 2023*, calling upon all citizens to observe the week of May 15-23, 2023, as Police Week, commemorating police officers who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and have established an enviable and enduring reputation for preserving the rights and security of all citizens.

PROCLAMATION – BE KIND TO ANIMALS

President Sussman read a Proclamation recognizing the first week in May as *Be Kind to Animals Week* in the Village of Buffalo Grove.

REVOLVING LOAN PROGRAM

Using a PowerPoint presentation, Mr. Stilling reviewed the Revolving Loan Program for Residential Utility Improvements to assist homeowners with water/sewer repairs and upgrades, private drainage improvements and sewer service lining projects, details of which are contained in his memo to Mr. Bragg of April 26, 2023, after

which he answered questions from the Board. Staff will review comments and questions posed by the Board tonight and will bring this information back to the Board.

PUBLIC WORKS FACILITY

Mr. Skibbe presented an overview of the bid results for the Public Works Facility at 1650 Leider Lane, after which he answered questions from the Board.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:16 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF May 2023

Village President

Minutes Acceptance: Minutes of May 1, 2023 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1355****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1355- \$4,636,582,68

ATTACHMENTS:

- SUMMARY Warrant 1355 (PDF)

Trustee Liaison
Pike

Staff Contact
Chris Black, Finance

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE WARRANT #1355
15-May-23

General Fund:	1,172,300.79
Parking Lot Fund:	294.45
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	19,000.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	22,203.73
Capital Projects-Vehicles/Equipment:	208,083.26
Capital Projects-Streets:	82,782.00
Retiree Health Savings (RHS):	0.00
Water Fund:	576,969.27
Buffalo Grove Golf Fund:	36,735.85
Arboretum Golf Fund:	27,252.87
Refuse Service Fund:	78,893.00
Information Technology Internal Service Fund:	105,146.01
Central Garage Internal Service Fund:	194,846.21
Building Maintenance Internal Service Fund:	67,493.32
	<u>2,592,000.76</u>
PAYROLL PERIOD ENDING 4/23/2023	1,022,461.86
PAYROLL PERIOD ENDING 5/07/2023	1,022,120.06
	2,044,581.92
TOTAL WARRANT #1355	<u><u>4,636,582.68</u></u>

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

 Village Clerk

 Village President

Attachment: SUMMARY Warrant 1355 (Approval of Warrant #1355)



Resolution No. R-2023-11 : Resolution Accepting the Canvass of Votes at it Relates to the Office of Village Trustee and Village President from the April 4, 2023 Consolidated Election

Recommendation of Action

Staff recommends acceptance.

A canvass of votes was conducted on April 25, 2023 affirming the results of the April 4, 2023 Consolidated Election. Results for the Office of Village Trustee and Village President, by county are attached to the Resolution.

ATTACHMENTS:

- Resolution - President & Trustees (DOCX)
- TRUSTEES - Election Results - Cook County Clerk's Office (PDF)
- PRESIDENT - Election Results - Cook County Clerk's Office (PDF)

Trustee Liaison

Ms. Sirabian

Staff Contact

Jessie Brown, Community Development

Monday, May 15, 2023

RESOLUTION NO. 2023-__

A RESOLUTION AFFIRMING CANVASS OF VOTE RETURNS
AS IT RELATES TO THE OFFICES OF VILLAGE TRUSTEE AND VILLAGE PRESIDENT

WHEREAS, on Tuesday, April 4, 2023, an election was held in the Village of Buffalo Grove, Cook and Lake Counties, Illinois, to elect three (3) Village Trustees for four (4) year terms each as well as one (1) Village President for a four (4) year term; and

WHEREAS, there had been compliance with all applicable statutory provisions governing said election including, but not by way of limitations, notices, ballots, affidavits, judges of election, polling places and conduct of elections; and

WHEREAS, the appointed judges were qualified, duly sworn, and conducted the election pursuant to statute; and

WHEREAS, the judges delivered the election returns to the County Clerks of Cook and Lake Counties who kept them in safe keeping until they delivered same to the corporate authorities; and

WHEREAS, the Canvassing Board duly canvassed said returns.

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

Section 1. Upon a canvass of the returns of the aforesaid election results, attached as Exhibit A to this Resolution, it is hereby affirmed that the election resulted in the following persons elected to office in the Village of Buffalo Grove.

VILLAGE TRUSTEE	Gregory S. Pike	2,778
	David Weidenfeld	2,694
	Frank Cesario	2,533
VILLAGE PRESIDENT	Eric N. Smith	3,055

Section 2. Gregory S. Pike, David Weidenfeld, and Frank Cesario are duly elected to the Office of Village Trustee for a term of four (4) years each as well as Eric N. Smith is duly elected to the Office of Village President for a term of four (4) years.

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____
 APPROVED: _____

ATTEST:

APPROVED:

 Janet M. Sirabian, Village Clerk

 Beverly Sussman, Village President

Cook County Clerk's Office
Suburban Cook County Election Results
Official Certificate of Results

April 04, 2023 Consolidated Election

The Cook County Clerk, having completed a canvass of all votes cast for Trustee, Village of Buffalo Grove, hereby certifies the following vote totals:

Candidates	Percentage	Votes
Gregory S. Pike	34.70%	2,778
David Weidenfeld	33.65%	2,694
Frank Cesario	31.64%	2,533
Total:	100%	8,005

This election having been certified to me as 3 to be elected results in Gregory S. Pike, David Weidenfeld, Frank Cesario being elected.

Below is the abstract of votes by precinct.

Dated this April 25, 2023.



Karen A. Yarbrough, Cook County Clerk

Township - Trustee, Village of Buffalo Grove

Township	Registered Voters	Ballots Cast	Gregory S. Pike	David Weidenfeld	Frank Cesario	Total Votes
Wheeling	12,407	877	753	752	746	2,251
Vernon (Lake)	25,095	3,420	2,025	1,942	1,787	5,754
Suburban Cook County Total	12,407	877	753	752	746	2,251
All Counties Total	37,502	4,297	2,778	2,694	2,533	8,005

Precinct - Trustee, Village of Buffalo Grove

Precinct	Registered Voters	Ballots Cast	Gregory S. Pike	David Weidenfeld	Frank Cesario	Total Votes
Wheeling 4	1,664	14	11	13	12	36
Wheeling 6	689	81	62	65	67	194
Wheeling 38	1,373	104	85	86	83	254
Wheeling 51	1,283	94	85	86	87	258
Wheeling 52	1,546	77	72	76	71	219
Wheeling 63	1,089	37	31	25	29	85
Wheeling 66	1,264	120	104	101	105	310
Wheeling 70	1,322	161	140	143	136	419

Wheeling 72	1,039	92	80	81	78	239
Wheeling 91	1,138	97	83	76	78	237
Vernon (Lake) 256	1,229	153	17	14	13	44
Vernon (Lake) 271	1,155	150	96	88	77	261
Vernon (Lake) 272	1,114	154	2	1	1	4
Vernon (Lake) 276	1,087	139	108	117	100	325
Vernon (Lake) 277	1,117	166	129	122	118	369
Vernon (Lake) 278	992	124	77	83	71	231
Vernon (Lake) 281	1,263	166	0	0	0	0
Vernon (Lake) 283	1,002	142	119	117	114	350
Vernon (Lake) 284	1,173	204	170	152	135	457
Vernon (Lake) 285	894	126	104	84	82	270
Vernon (Lake) 286	1,000	195	136	127	120	383
Vernon (Lake) 287	1,102	188	141	135	118	394
Vernon (Lake) 288	994	167	133	116	107	356
Vernon (Lake) 289	900	151	104	99	94	297
Vernon (Lake) 290	949	101	75	76	74	225
Vernon (Lake) 291	1,119	178	146	136	130	412
Vernon (Lake) 292	1,210	265	191	189	176	556
Vernon (Lake) 293	1,038	109	77	84	74	235
Vernon (Lake) 294	1,089	123	41	41	37	119
Vernon (Lake) 295	1,090	169	126	121	115	362
Vernon (Lake) 296	1,079	86	0	0	0	0
Vernon (Lake) 297	1,287	71	21	23	20	64
Vernon (Lake) 298	1,212	93	12	17	11	40
Suburban Cook County Total	12,407	877	753	752	746	2,251
All Counties Total	37,502	4,297	2,778	2,694	2,533	8,005

Cook County Clerk's Office
Suburban Cook County Election Results
Official Certificate of Results

April 04, 2023 Consolidated Election

The Cook County Clerk, having completed a canvass of all votes cast for President, Village of Buffalo Grove, hereby certifies the following vote totals:

Candidates	Percentage	Votes
Eric N. Smith	100.00%	3,055
Total:	100%	3,055

This election having been certified to me as 1 to be elected results in Eric N. Smith being elected.

Below is the abstract of votes by precinct.

Dated this April 25, 2023.



Karen A. Yarbrough, Cook County Clerk

Township - President, Village of Buffalo Grove

Township	Registered Voters	Ballots Cast	Eric N. Smith	Total Votes
Wheeling	12,407	877	811	811
Vernon (Lake)	25,095	3,420	2,244	2,244
Suburban Cook County Total	12,407	877	811	811
All Counties Total	37,502	4,297	3,055	3,055

Precinct - President, Village of Buffalo Grove

Precinct	Registered Voters	Ballots Cast	Eric N. Smith	Total Votes
Wheeling 4	1,664	14	13	13
Wheeling 6	689	81	70	70
Wheeling 38	1,373	104	92	92
Wheeling 51	1,283	94	91	91
Wheeling 52	1,546	77	75	75
Wheeling 63	1,089	37	34	34
Wheeling 66	1,264	120	112	112
Wheeling 70	1,322	161	152	152
Wheeling 72	1,039	92	85	85
Wheeling 91	1,138	97	87	87
Vernon (Lake) 256	1,229	153	18	18
Vernon (Lake) 271	1,155	150	104	104
Vernon (Lake) 272	1,114	154	2	2

Vernon (Lake) 276	1,087	139	121	121
Vernon (Lake) 277	1,117	166	140	140
Vernon (Lake) 278	992	124	94	94
Vernon (Lake) 281	1,263	166	0	0
Vernon (Lake) 283	1,002	142	127	127
Vernon (Lake) 284	1,173	204	173	173
Vernon (Lake) 285	894	126	95	95
Vernon (Lake) 286	1,000	195	159	159
Vernon (Lake) 287	1,102	188	162	162
Vernon (Lake) 288	994	167	137	137
Vernon (Lake) 289	900	151	119	119
Vernon (Lake) 290	949	101	83	83
Vernon (Lake) 291	1,119	178	164	164
Vernon (Lake) 292	1,210	265	219	219
Vernon (Lake) 293	1,038	109	95	95
Vernon (Lake) 294	1,089	123	51	51
Vernon (Lake) 295	1,090	169	137	137
Vernon (Lake) 296	1,079	86	0	0
Vernon (Lake) 297	1,287	71	27	27
Vernon (Lake) 298	1,212	93	17	17
Suburban Cook County Total	12,407	877	811	811
All Counties Total	37,502	4,297	3,055	3,055



Information Item : Swearing in of Elected Officials

Recommendation of Action

N/A.

The formal swearing in ceremony for Village President Eric Smith as well as Trustees David Weidenfeld, Gregory Pike, and Frank Cesario will be conducted by Judge Johnson.

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, May 15, 2023



**Information Item : Proclamation Recognizing Beverly Sussman's
Exceptional Service, Dedication, and Commitment to the Village of
Buffalo Grove**

Recommendation of Action

Staff recommends proclamation.

Proclamation recognizing Beverly Sussman's exceptional service, dedication, and commitment to the Village of Buffalo Grove.

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 15, 2023



Action Item : Appointment of the Village President Pro Tem

Recommendation of Action

N/A

A Village President Pro Tem shall be appointed in accordance with Section 2.02.030 A of the Village Code which states that: "The Village President, by and with the advice and consent of the Board of Trustees, shall appoint the senior Trustee as President Pro Tem. Seniority shall be based on the most continuous time served as a Trustee. In the event that more than one Trustee has equal seniority, the Trustees having equal seniority shall draw lots to determine who shall hold the position of President Pro Tem."

ATTACHMENTS:

- Memo Dane Bragg (PDF)

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 15, 2023

MEMORANDUM

TO: Dane Bragg, Village Manager
Village of Buffalo Grove

FROM: Patrick T. Brankin

RE: Procedure for Selection of President Pro Tem

DATE: May 15, 2019

Dane,

You asked that I prepare a memo regarding the procedure for the selection of President Pro Tem.

Section 2.02.030(A) of the Village Code governs this process. As a general matter, the senior Trustee, meaning the Trustee with the most continuous time served, is appointed President Pro Tem. However, in this particular circumstance, we have more than one Trustee (Stein and Ottenheimer) with equal seniority.

Accordingly, pursuant to the Village Code, the Trustees having equal seniority shall draw lots to determine who shall hold the position of President Pro Tem. In advance of the meeting lots should be prepared for the two Trustees with equal seniority to draw. I recommend numbering the lots and putting the lots in a container to be drawn. At the Village Board meeting, the Village President would introduce this item on the agenda, and the two Trustees would then draw lots to determine President Pro Tem. The Trustee with the highest numbered lot shall be President Pro Tem, according to the code.

Please contact me if you have any questions. Thank you.



Resolution No. R-2023-12 : Resolution Ratifying Appointment of Village Officers

Recommendation of Action

Staff recommends approval.

President and Board of Trustees of the Village of Buffalo Grove, that the appointment of following Village Officers are ratified and said individuals are duly appointed in their respective positions as follows:

Village Manager - Dane C. Bragg
 Village Attorney - Patrick T. Brankin
 Deputy Village Clerk - Jessie Brown
 Village Treasurer - Chris Black

ATTACHMENTS:

- Resolution Ratifying Appointment of Village Officers (DOCX)

Trustee Liaison
 Smith

Staff Contact
 Dane Bragg, Office of the Village Manager

Monday, May 15, 2023

RESOLUTION NO. 2023-____

A RESOLUTION RATIFYING APPOINTMENT OF VILLAGE OFFICERS

WHEREAS, there are certain Officers of the Village that are approved by the Village President with advise and consent of the Board of Trustees;

WHEREAS, Eric Smith has been elected as the new Village President; and

WHEREAS, Village President Smith recommends the appointment of the Village Officers who are presently in their positions to remain and seeks to ratify said appointments;

WHEREAS, the appointment of the following Village Officers is sought to be ratified in their current positions:

- Village Manager - Dane C. Bragg
- Village Attorney - Patrick T. Brankin
- Deputy Village Clerk - Jessie Brown
- Village Treasurer - Chris Black

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Buffalo Grove, that the appointment of following Village Officers are ratified and said individuals are duly appointed in their respective positions as follows:

- Village Manager - Dane C. Bragg
- Village Attorney - Patrick T. Brankin
- Deputy Village Clerk - Jessie Brown
- Village Treasurer - Chris Black

AYES: _____
 NAYES: _____
 ABSENT: _____

Passed _____, 2023
 Approved _____, 2023

Approved:

 Eric Smith, Village President

Attest:

 Janet Sirabian, Village Clerk

Attachment: Resolution Ratifying Appointment of Village Officers (R-2023-12 : Appointment of Village Officers)



Information Item : 2023-24 Village Board Portfolios

Recommendation of Action

No action required.

Concurrent with the new term of Village President Eric Smith, the Village Board portfolios have been assigned. To streamline the Village Board's efforts, the portfolios have been aligned with the Strategic Plan focus areas.

ATTACHMENTS:

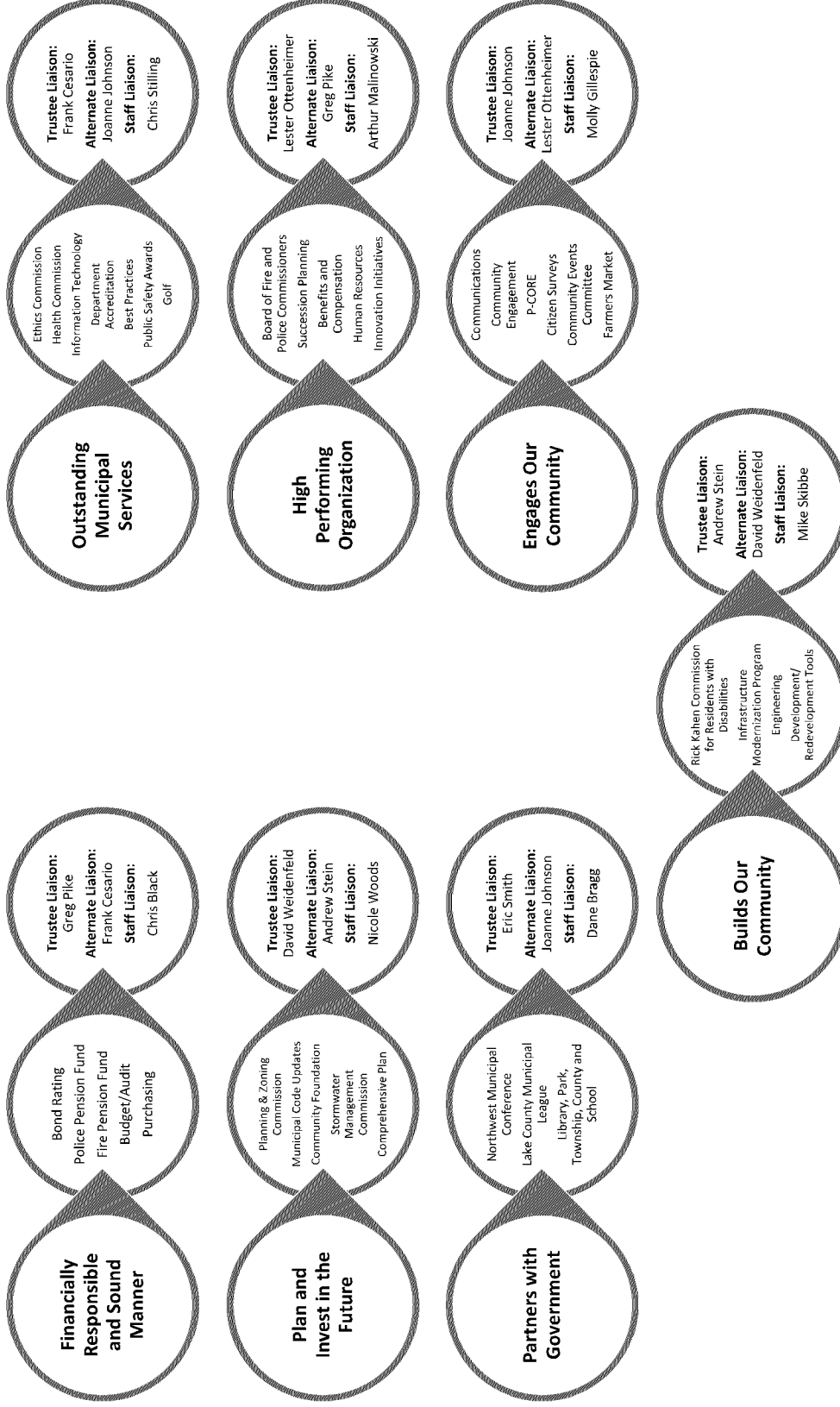
- 2023-24 Village Board Portfolios (PDF)

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 15, 2023

Village Board Portfolios





Information Item : Appointment of Board, Commission, and Committee Members

Recommendation of Action

N/A.

President Smith will make appointments to the Village's Boards, Commissions, and Committees.

ATTACHMENTS:

- Committee_Commission_Board_Appointments 2023-2024 (PDF)

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 15, 2023

2023-2024 Committees, Commissions, and Board Appointments

Board of Fire and Police Commissioners

- Edward McKee (Chair)
- Stuart Berman
- Kevin Dryman
- Scott Fishman
- Marc Blumenthal

Planning and Zoning Commission¹

- Mitchel Weinstein (Chair)
- Amy Au
- Zill Khan
- Adam Moodhe
- Kevin Richards
- Neil Worlikar
- Marc Spunt
- Jason Davis

Health Commission¹

- Deb Moritz (Chair)
- Mike Garfield
- Karleen Pitchford
- Doug Pitchford
- Dr. Becky Bergman
- Nisha Patalay

Farmers Market Committee

- Paulette Greenberg (Chair)
- Larry King
- Ed Muldoon
- Sarah Lee
- Jackie Beegun
- Jane Primack

- Beth Nudelman
- David Bergman
- Mindy Lazor
- Steve McLellan
- Maanasha Sankareswari – Ramesh
- Narayanasamy Ramesh

Rick Kahen Commission for Residents with Disabilities

Members

- Judy Samuels (Chair)
- Martin Sussman (Vice Chair)
- Donna Garfield ²
- Dean Klassman
- Beth Shapiro
- Jack Shapiro
- Mark Weiner
- Debbie Verson
- Lexi Robinson
- Leo Njongmeta
- Matthew Dragon
- Allie Zalay
- Avi Samuels
- Gowri Magati

Volunteers

- David Morton

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Arthur Malinowski
- Larry Stanley

Ethics Commission¹

- Jeff Berman (Chair)
- Debra Rybarczyk
- Lenna Scott
- Pragnesh Patel
- Leslie Abella
- David Yang
- Thomas Hughes

¹ Has one or more vacancies



**Information Item : Proclamation Recognizing Ryan Risinger's
Enduring Impact on the Village of Buffalo Grove**

Recommendation of Action

Staff recommends proclamation.

Proclamation Recognizing Ryan Risinger's Enduring Impact on the Village of Buffalo Grove.

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 15, 2023



Information Item : Proclamation Declaring June 2Nd as National Gun Violence Awareness Day

Recommendation of Action

Staff recommends presentation.

A Proclamation declaring June 2nd as National Gun Violence Awareness Day.

ATTACHMENTS:

- National Gun Violence Awareness Day(DOC)

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 15, 2023



DECLARING JUNE 2ND AS NATIONAL GUN VIOLENCE AWARENESS DAY

WHEREAS, every day, 96 Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is a Village President's highest responsibility; and

WHEREAS, Village Presidents and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, to help honor the 96 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 2nd, as the third annual National Gun Violence Awareness Day; and

WHEREAS, the national coalition encourages people to WEAR ORANGE, the color used by hunters for safety, which also symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 2nd to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2nd, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans taken by gun violence.

NOW THEREFORE, BE IT RESOLVED that I, Eric Smith, President of the Village of Buffalo Grove, do hereby proclaim June 2nd, 2023 as **NATIONAL GUN VIOLENCE AWARENESS DAY** in the Village of Buffalo Grove.

Proclaimed this 15th day of May, 2023.

Eric Smith, Village President



Resolution No. R-2023-13 : A Resolution Approving the Appointment of Eric Smith, Village President, to the Board of Directors of the Solid Waste Agency of Northern Cook County

Recommendation of Action

Staff recommends approval.

SUMMARY: As part of the Village's member use agreement with the Solid Waste Agency of Northern Cook County, the Village Board is required to appoint a director and alternate director to serve on the Board of Directors.

ATTACHMENTS:

- SWANCC Appointment Resolution 2023 (DOCX)

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, May 15, 2023

RESOLUTION NO. 2023 –
A RESOLUTION APPOINTING A DIRECTOR AND
ALTERNATE DIRECTOR TO THE
SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK COUNTY AND LAKE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE : The Village of Buffalo Grove is a member of the Solid Waste Agency of Northern Cook County ("the Agency") and, pursuant to the Agency Agreement establishing the Agency, is entitled to appoint a Director and one or more Alternate Directors to the Board of Directors in the Agency.

SECTION TWO: The President and the Board of Trustees appoints Eric Smith, Village President as the Village's Director on the Board of Directors of the Agency and appoints Dane C. Bragg, Village Manager as Alternate Director, in each case for a term expiring April 30, 2027 or until a successor is appointed.

SECTION THREE: This Resolution shall be in full force and effect upon passage and approval and effective as of May 15, 2023.

AYES:

NAYES: 0 – None

ABSENT: 0 – None

PASSED: May 15, 2023

APPROVED: May 15, 2023

Village President

ATTEST:

Village Clerk

Attachment: SWANCC Appointment Resolution 2023 (R-2023-13 : SWANCC Appointment Resolution)



Resolution No. R-2023-14 : Resolution Authorizing Village President Smith as Authorized Signer on Bank Accounts

Recommendation of Action

Staff recommends approval

SUMMARY: Staff requests the Village Board adopt a resolution authorizing Village President Smith as an authorized signer on Village bank accounts.

ATTACHMENTS:

- BOT 05.15.23_Pres Smith Banking (DOCX)
- BOT 05.15.23_Att Pres Smith Banking (PDF)

Trustee Liaison

Pike

Staff Contact

Chris Black, Finance

Monday, May 15, 2023

RESOLUTION NO. 2023-**RESOLUTION AUTHORIZING VILLAGE PRESIDENT ERIC SMITH AS
AN AUTHORIZED SIGNER ON VILLAGE BANK ACCOUNTS**

WHEREAS, the Village of Buffalo Grove maintains accounts at Buffalo Grove Bank and Trust, and;

WHEREAS, said accounts have certain parties who are designated as "Authorized Signers", and;

WHEREAS, Eric Smith has been elected as Village President, and;

WHEREAS, it is necessary and prudent that Village President Eric Smith be designated as an Authorized Signer on Village of Buffalo Grove Bank Accounts, and;

WHEREAS, the Board of Trustees find that it is in the best interest of the Village to authorize and designate Village President Eric Smith as an Authorized Signer on Village of Buffalo Grove Bank Accounts.

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

Village President Eric Smith is hereby designated and authorized as an Authorized Signer on Village of Buffalo Grove Bank Accounts with all rights, privileges and functions that entails.

YES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Village President

ATTEST:

Village Clerk

CORPORATE AUTHORIZATION RESOLUTION

DATE: May 15, 2023

TO: NAME AND ADDRESS OF FINANCIAL INSTITUTION ("Financial Institution")	FROM: NAME AND ADDRESS OF ENTITY ("Entity")
Buffalo Grove Bank & Trust (a branch of Northbrook Bank & Trust)	Village of Buffalo Grove, 50 Raupp Blvd., Buffalo Grove, IL

Use this Resolution of Corporations, Partnerships, and LLCs to document the granting of deposit authority by the governing body of the business entity specified individuals. This form may be used by legal entities, such as corporations, professional corporations, general partnerships, limited partnerships, limited liability partnerships, and limited liability companies.

Words, numbers, or phrases preceded by a ☐ are applicable only when marked, i.e., ☒

I certify that I am a duly and legally elected/appointed, qualified representative, and keeper of the records ("Designated Representative") of/for the legal entity ("Entity") named above, that the following is a true and complete copy of a Resolution duly adopted at a meeting of the governing body of the Entity held on the 15th day of May, 2023 in accordance with law and the governing documents of the Entity, and that my delivery of this Resolution to the Financial Institution certifies to Financial Institution that such Resolution is still in full force and effect.

This entity is ☐ For profit ☒ Nonprofit

IT IS RESOLVED the following described officers, members, managers, partners, employees, designated parties, or agents of the Entity referred to below as "Authorized Signers," whose names and signatures appear below, are authorized for and on behalf of the Entity to have the following indicated powers contained in this Resolution:

DEPOSITORY ACCOUNT. Perform the following for the account(s) indicated on page 2, in the name of the Entity, subject to any terms and conditions governing the account(s), such as:

- | | |
|---|-----------|
| 1. Open and maintain the account(s); | 1,2,3 |
| 2. Make deposits to the account(s); | 1,2,3,4,5 |
| 3. Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing; | 1,2,3 |
| 4. Make withdrawals from the account(s) in any manner permitted by the account(s); | 1,2,3,4,5 |
| 5. Transfer funds from the account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity; | 1,2,3,4,5 |
| 6. Transfer funds to the account(s) in Financial Institution from any account whether or not held at this Financial Institution and whether or not held by this Entity; | 1,2,3,4,5 |
| 7. Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft, or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money; and | 1,2,3,4,5 |
| 8. Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money. | 1,2,3 |
| 9. All of the above. | 1,2,3 |

SAFE DEPOSIT BOX. Lease safe deposit box(es) with Financial Institution; make inspections of, deposits to, and removals from box(es); and exercise all rights and be subject to all responsibilities under the lease.

N/A

NIGHT DEPOSITORY. Enter into a Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the agreement.

N/A

DEBIT/ATM CARD. Apply for, receive, and utilize debit cards, automated teller machine cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect.

N/A

TREASURY MANAGEMENT. Enter into a Treasury Management Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the agreement.

1,2,5

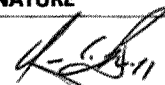
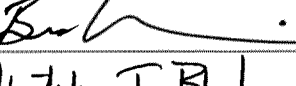
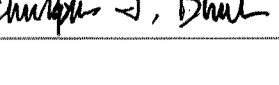
OTHER AUTHORITY. Describe:

Further, this Resolution continues on page 2 of this document, and all of the power and authority granted are incorporated in this Resolution.

Attachment: BOT 05.15.23_Att Pres Smith Banking (R-2023-14 : Resolution Authorizing Village President Smith as Authorized Signer on Bank

RESOLUTION APPLIES TO (check all that apply):

☒ All accounts☐ Safe deposit box number(s):☐ All future accounts☐ Specific accounts - number(s):

NAME AND TITLE	SIGNATURE	LIMITATIONS
1. Dane Bragg	X 	Two (2) Signatures Required
2. Eric Smith	X 	Two (2) Signatures Required
3. Christopher G Stilling	X 	Two (2) Signatures Required
4. Brett Robinson	X 	Two (2) Signatures Required
5. Christopher J Black	X 	Two (2) Signatures Required
6.	X	
7.	X	
8.	X	

SIGNATURE CERTIFICATION. I certify that the foregoing are names, titles, and genuine signatures of the current Authorized Signers of the Entity authorize by the above Resolution.

IN WITNESS WHEREOF, I have subscribed my name as Designated Representative of the Entity on the date shown below.

Designated Representative

Date

IT IS FURTHER RESOLVED AS FOLLOWS, the Entity certifies to the Financial Institution that:

- Unless specifically designated, each of the Authorized Signers whose signature appears above may sign without the other(s);
- As used herein, any pronouns relative to the signers for the Entity shall include the masculine, feminine, and neutral gender, and the singular and plural number, wherever the context so admits or requires;
- All items deposited with prior endorsements are guaranteed by the Entity;
- All items not clearly endorsed by the Entity may be returned to the Entity by the Financial Institution or, alternatively, the Financial Institution is granted power of attorney in relation to any such item to endorse any such item on behalf of the Entity in order to facilitate collection;
- Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument or other order for the payment of money that is not properly endorsed;
- Financial Institution is directed and authorized to act upon and honor any withdrawal or transfer instructions issued and to honor, pay, and charge to the depository account or accounts of the Entity, all checks or orders for the payment of money so drawn when signed consistent with this Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the check or the order for the payment of the money involved, whether such checks or orders for the payment of money are payable to the order of, or endorsed, or negotiated by any one or more of the Authorized Signers signing them or such party in their individual capacities or not, and whether they are deposited to the individual credit of or tender payment of the individual obligation of any one or more of the Authorized Signers signing them or of any other such party or not;
- Financial Institution shall be indemnified for any claims, expenses, or losses resulting from the honoring of any signature certified or refusing to honor a signature not so certified; and
- Notwithstanding any modification or termination of the power of any Authorized Signer of the Entity, this Resolution shall remain in full force and binding on the Entity and its legal representatives, successors, assignees, receivers, trustees, or assigns until written notice to the contrary signed by, or on behalf of the Entity shall have been received by the Financial Institution, and that receipt of such notice shall not affect any action taken by the Financial Institution to receipt of such notice in reliance on this Resolution.

Additional comments or instructions:

Wintrust Community Advantage is a division of Barrington Bank & Trust Company, N.A., a Wintrust Community Bank. Banking products provided by Wintrust Financial Corp. banks.



Securities, insurance products, financial planning, and investment management services offered through Wintrust Investments, LLC (Member FINRA/SIPC), founded in 1931. Trust and asset management services offered by The Chicago Trust Company, N.A. and Great Lakes Advisors, LLC, respectively.

Investment products such as stocks, bonds, and mutual funds are:

NOT FDIC INSURED | NOT BANK GUARANTEED | MAY LOSE VALUE | NOT A DEPOSIT | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY



Information Item : Proclamation Recognizing National Emergency Services Week

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A proclamation recognizing May 21 through May 27, 2023 as National Emergency Services Week.

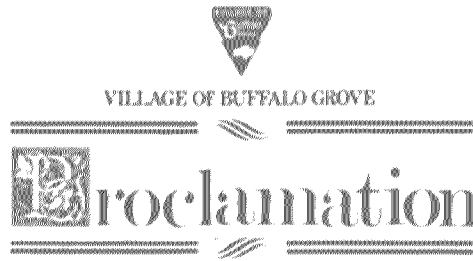
ATTACHMENTS:

- EMS Proc 23 (DOC)

Trustee Liaison
Cesario

Staff Contact
Mike Baker, Fire

Monday, May 15, 2023



Village of Buffalo Grove

PROCLAMATION RECOGNIZING NATIONAL EMERGENCY MEDICAL SERVICES WEEK MAY 21ST THROUGH MAY 27TH, 2023

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 medical 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 emergency medical services teams, 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 emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, the Village President and Board of Trustees of the Village of Buffalo Grove recognize the week of May 21st through the 27th 2023 as **EMERGENCY MEDICAL SERVICES WEEK**, “Where Emergency Care Begins” in the Village of Buffalo Grove.

Proclaimed this 15th day of May 2023.

Eric Smith
Village President

Attachment: EMS Proc 23 (EMS Week Proclamation)



Information Item : Proclamation Recognizing National Public Works Week

Recommendation of Action

Staff recommends this proclamation.

SUMMARY: A proclamation recognizing May 21st through May 27th, 2023 as National Public Works Week.

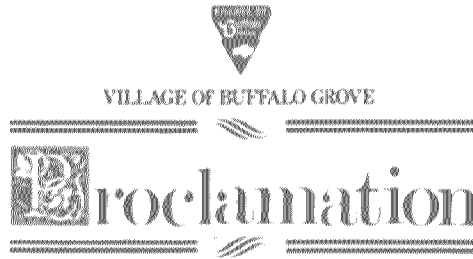
ATTACHMENTS:

- 2023 National Public Works Week Proclamation (DOCX)

Trustee Liaison
Cesario

Staff Contact
Kyle Johnson, Engineering

Monday, May 15, 2023



Village of Buffalo Grove

A PROCLAMATION RECOGNIZING MAY 21-27, 2023, 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, storm water 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 men and women in the public works departments are materially influenced by the people's attitude and understanding of the importance of the work they perform; and

NOW, THEREFORE, I, Eric Smith, President of the Village of Buffalo Grove do hereby proclaim May 21-27, 2023, as **NATIONAL PUBLIC WORKS WEEK** in the Village of Buffalo Grove and call upon all citizens 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 every day to insure our health, safety, comfort, and quality of life.

Passed the 15th day of May, 2023

Eric Smith, Village President



**Ordinance No. O-2023-62 : An Ordinance Amending Chapter 5.20 -
Liquor Controls**

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class E liquor license issued to Buffalo Grove Cherry Incorporated (d/b/a Corned Beef Factory) at 700 East Lake Cook Rd 105-106 is hereby rescinded. The business will not be moving forward with opening a Buffalo Grove location.

ATTACHMENTS:

- Ordinance - Class E - Rescind Corned Beef Factory (DOCX)

Trustee Liaison
Smith

Staff Contact
Jessie Brown, Community Development

Monday, May 15, 2023

Underlined = addition
 Strikethroughs = deletion
 05/09/2023

ORDINANCE NO. 2023 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

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

5.20.72 Licenses authorized.

Subsection E. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection E. of Section 5.20.072 shall provide as follows.

Class E.		
1.	Grande Jakes Fresh Mexican Grill in BG, Inc.	205 Dundee Road
2.	MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
3.	Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
4.	Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
5.	Niki's Gyros, Inc.	1038 Weiland Road
6.	Buffalo Grove Cherry Incorporated	700 Lake Cook Road 105-106
<u>76.</u>	RR Buffalo Grove LLC d/b/a Ricky Rockets – Buffalo Grove	700 Lake Cook Road 101

Section 2.

- A. The Class E liquor license for Buffalo Grove Cherry Incorporated at 700 Lake Cook Road 105-106 is hereby rescinded.
- B. This Section 3 shall not be codified.

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

AYES: _____
 NAYS: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

 Eric Smith, Village President

ATTEST:

Janet M. Sirabian, Village Clerk

Attachment: Ordinance - Class E - Rescind Corned Beef Factory (O-2023-62 : Corned Beef Factory - Class E - Rescinded)



**Ordinance No. O-2023-63 : Ordinance Approving Sign Variations at
50 W Dundee**

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

SUMMARY: Flynn Restaurant Group is seeking sign variations to replace three wall signs and three canopy signs at the Taco Bell located at 50 W Dundee Road. The proposed signs exceed the number of permitted canopy and wall signs allowed.

ATTACHMENTS:

- 50 W Dundee, Taco Bell - BOT Memo (DOCX)
- 50 W Dundee, Taco Bell - Ordinance, SV 23-0504 (DOCX)
- Plan Set - 50 Dundee Rd, SV - Taco Bell 23-0428 (PDF)
- PZC Draft Minutes 23-0503 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, May 15, 2023

MEMORANDUM

DATE: May 15, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 50 W Dundee Road –Sign Variations for Taco Bell

PROJECT BACKGROUND

Flynn Restaurant Group is seeking multiple sign variations to replace three (3) wall signs and three (3) canopy signs on the north, south, and west elevations (one of each sign type on each elevation) of the Taco Bell located at 50 W Dundee Road (See Figure 1).

The subject property was previously granted variations for the wall signs in 1987 and the wall and canopy signs in 2007; however, the Village's Sign Code requires that when a sign approved by a variation is removed, replaced, or altered structurally, the replacement sign shall either conform to the Village's Sign Code requirements or a new variation is required.

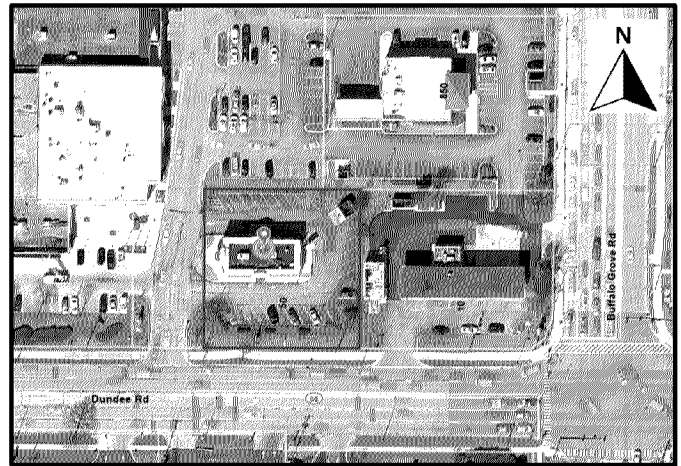


Figure 1: Subject Property; 50 W Dundee Road

PLANNING & ZONING ANALYSIS

Wall Signs

- The North and West Elevations of the building exceed the number of permitted wall signs and do not front a public right-of-way, which requires variations (See Figure 2 & Figure 3).
- The proposed wall signs are of the Taco Bell logo and meet the height, length, and sign area requirements of the sign code.

Canopy Signs

- The proposed canopy signs for the North and West elevations exceed the number of permitted canopy signs, a variation from the Sign Code is required.
- The proposed canopy signs are of the Taco Bell letters and meet the height, length, and sign area requirements of the sign code.

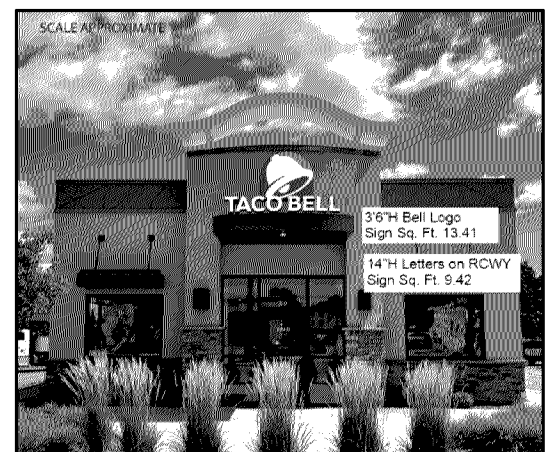


Figure 2: West Elevation

PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Sign Code variations at 50 W Dundee Road, subject to the following conditions:

1. The wall signs and canopy signs shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.



Figure 3: North Elevation

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of multiple variations to Title 14 (Sign Code) Section 14.16 to allow the replacement of three (3) existing wall signs and three (3) canopy signs at the Taco Bell located at 50 W Dundee Road, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**GRANTING VARIATIONS FROM
THE BUFFALO GROVE SIGN CODE
FOR MULTIPLE WALL AND CANOPY SIGNS**

**Taco Bell
50 W Dundee Road**

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

WHEREAS, the real property ("Property") is commonly known as 50 W Dundee Road, Buffalo Grove, Illinois and is hereinafter legally described in Exhibit A; and

WHEREAS, Flynn Restaurant Group, ("Petitioner") is seeking a variation to Section 14.16 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of replacing three (3) existing wall signs and three (3) canopy signs at the Taco Bell located at 50 W Dundee Road; and

WHEREAS, the Planning & Zoning Commission held a public hearing on May 3, 2023, concerning the petition for the Sign Variations; and

WHEREAS, the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for Sign Variations as set forth in the Buffalo Grove Sign Code, and as described in the minutes attached hereto as Exhibit C; and

WHEREAS, the Planning & Zoning Commission voted 7-0 to recommend approval of the Sign Variations; and

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Sign Variations are in harmony with the general purpose and intent of the Sign Code (Title 14 of the Buffalo Grove Municipal Code); and

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and
2. The granting of the requested variances would not be materially detrimental to the property owners in the vicinity; and
3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and
4. The granting of the variances will not be contrary to the purpose of this Title pursuant to Section 14.04.020

WHEREAS, the proposed signs shall be installed in accordance with and pursuant to the following exhibits:

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Minutes from the May 3, 2023 Planning & Zoning Commission Meeting

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

Section 1. The preceding WHEREAS clauses are hereby adopted by the Corporate Authorities and made a part hereof.

Section 2. The variations are hereby granted to Section 14.16.010 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of replacing three (3) existing wall signs and three (3) canopy signs at the Taco Bell located at 50 W Dundee Road, subject to the following conditions:

1. The wall signs and canopy signs shall be installed in accordance with the documents and plans submitted as part of this petition;
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023.

APPROVED: _____, 2023.

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

**Exhibit A
Legal Description**

**Taco Bell
50 W Dundee Road**

LOT 1 IN IRIS WOOD SUBDIVISION OF PART OF LOT 13 IN THE SUBDIVISION OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 6, 1857, AND RERECORDED JANUARY 28, 1874 AS DOCUMENT 147546, IN COOK COUNTY, ILLINOIS.

SUBJECT PROPERTY COMMON DESCRIPTION: 50 W Dundee Road, Buffalo Grove, IL 60089

PINS: 03-04-301-030-0000

**Exhibit B
Plan Set**

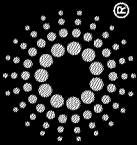
**Taco Bell
50 W Dundee Road**

Attachment: 50 W Dundee, Taco Bell - Ordinance, SV 23-0504 (O-2023-63 : Ordinance Approving Sign Variations at 50 W Dundee)

Exhibit C
Minutes from the May 3, 2023, PZC Meeting

Taco Bell
50 W Dundee Road

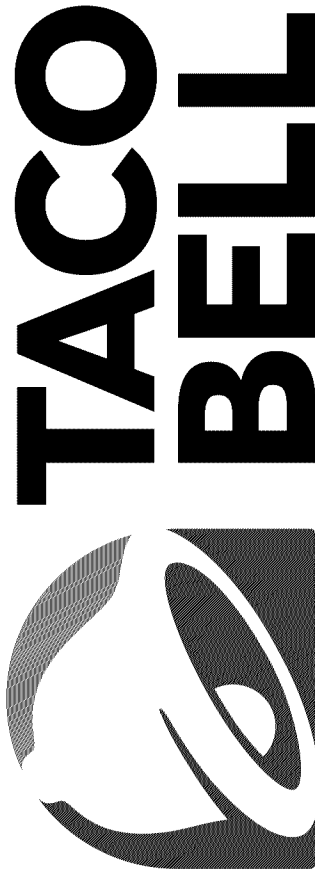
Attachment: 50 W Dundee, Taco Bell - Ordinance, SV 23-0504 (O-2023-63 : Ordinance Approving Sign Variations at 50 W Dundee)



Everbrite

QUALITY • INNOVATION • VALUE
IT'S IN EVERYTHING WE DO.

**WOMEN
OWNED**
WBE Certified
since 2002



Prepared Exclusively for
SITE TB32088

50 W DUNDEE RD
BUFFALO GROVE, IL 60089

September 29, 2022

Account Manager: Christopher Koob
ckoob@everbrite.com (414) 529-3500





Sign Schedule

- A TB 3'6 BELL LOGO/TB 14" CHANNEL LTR ON RCWY
- B TB 3'6 BELL LOGO/TB 14" CHANNEL LTR ON RCWY
- C TB 3'6 BELL LOGO/TB 14" CHANNEL LTR ON RCWY

- G PYLON FACE REPLACEMENTS

11 23-04

Attachment: Plan Set - 50 Dundee Rd, SV -

Customer/Site No: 32088	Prepared By: Christopher Koob
Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089	Date: 09/29/2022
Description: TACO BELL	Customer Signature:
	PIF: 153854-0

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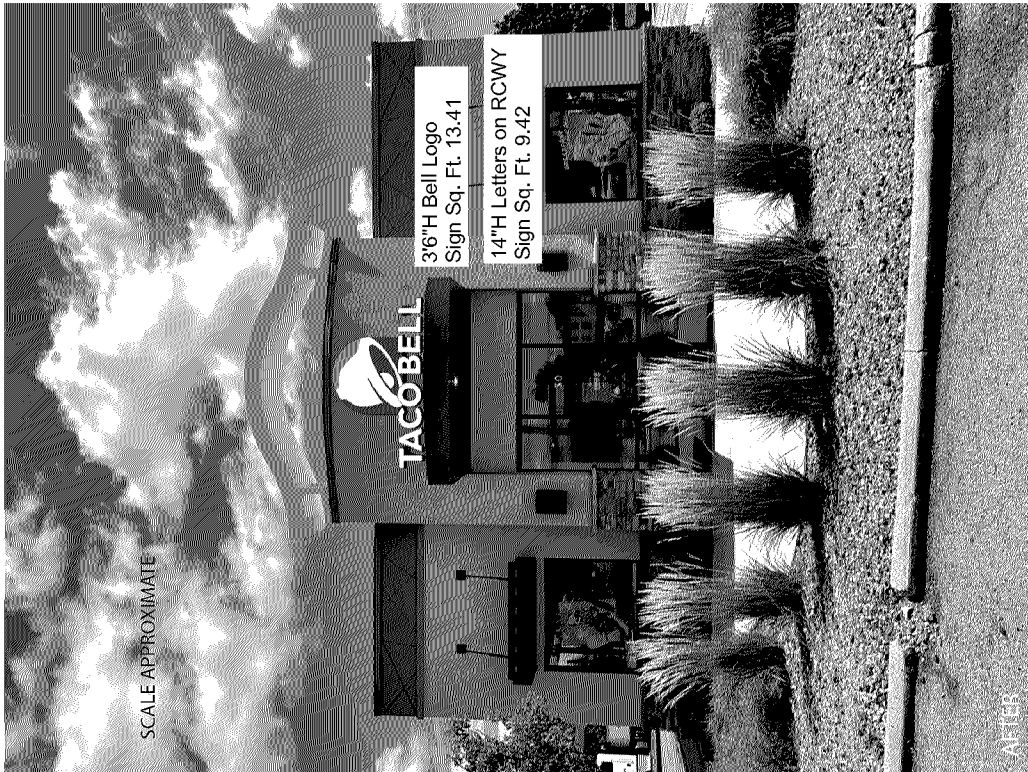
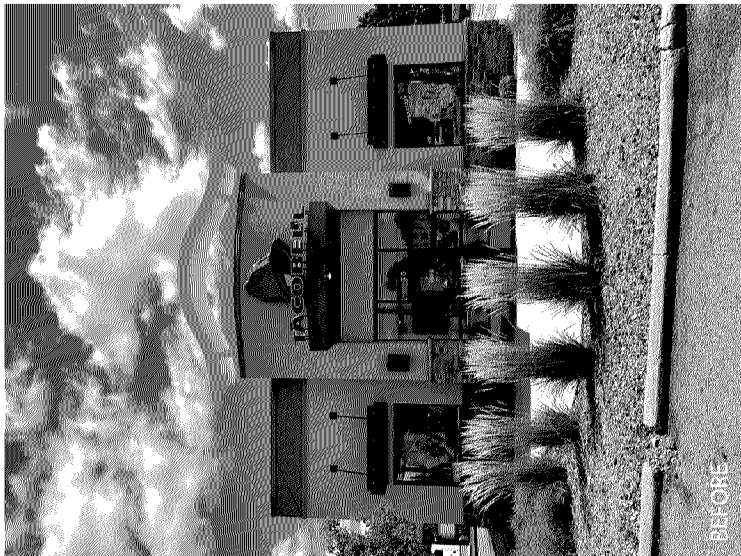


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A

BELL LOGO/TS 14" CHANNEL LTR ON RCWY E032688/E032606



SCALE APPROXIMATE

Everbrite, LLC - 4939 South 130th Street - Greenfield, WI 53223 - www.everbrite.com

Customer/Site No: 32088

Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089

Description: TACO BELL

Prepared By: Christopher Koob

Date: 09/29/2022

PIF: 475854-0

Customer Signature:



Page 3 of 3

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B
BELL LOGO/TS 14" CHANNEL LTR ON RCWY [E032688]/[E032607]



SCALE APPROXIMATE

Attachment: Plan Set - 50 Dundee Rd, SV - Taco Bell 23-0428 (O-2023-63 : Ordinance Approving Sign

Everbrite, LLC - 4939 South 130th Street - Greenfield, WI 53223 - www.everbrite.com

Customer/Site No: 32088	Prepared By: Christopher Koob
Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089	Date: 09/29/2022
Description: TACO BELL	PIF: 475854-0
	Customer Signature:

Page 4 of 4

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Everbrite, LLC - 4949 South 130th Street - Greenfield, WI 53223 - www.everbrite.com

Customer/Site No: 32088

Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089

Description: TACO BELL

Prepared By: Christopher Koob

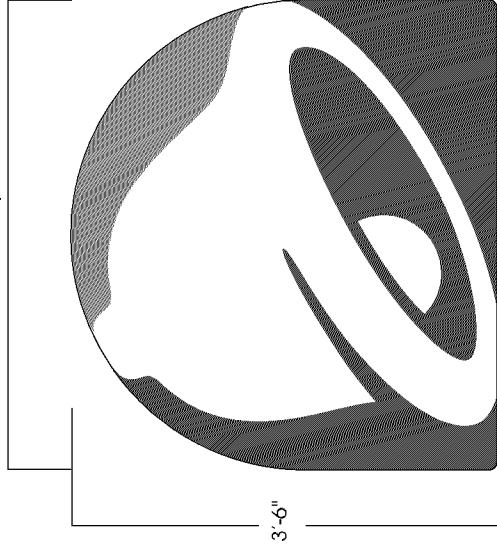
Date: 09/29/2022

PIF: 475854-0

Customer Signature:

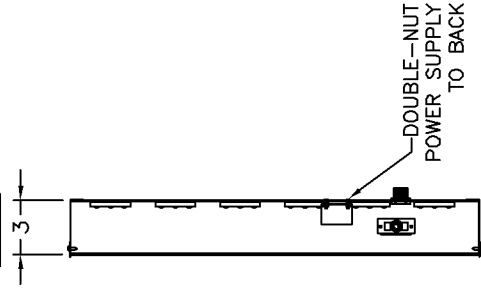


3'-10 3/8"



Sign Area: 13.41 Sq. Ft. (Squared)

NOTE:



GENERAL SPECIFICATIONS:

- 3" aluminum returns & trim cap w/ black finish
- .150 White poly face w/ vinyl applied to first surface

ELECTRICAL SPECIFICATIONS:

- LED: LS-PRO160-50K-2B1
- Power Supply: One (1) 60 watt
- .9 amps @ 100-277 VAC
- One (1) 20 amp circuit

COLORS:

- Dark Purple: 3630-9327; PMS 2603
- Light Purple: 3630-9141; PMS 2577
- Black
- White



Customer/Site No: 32088

Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089

Description: TACO BELL

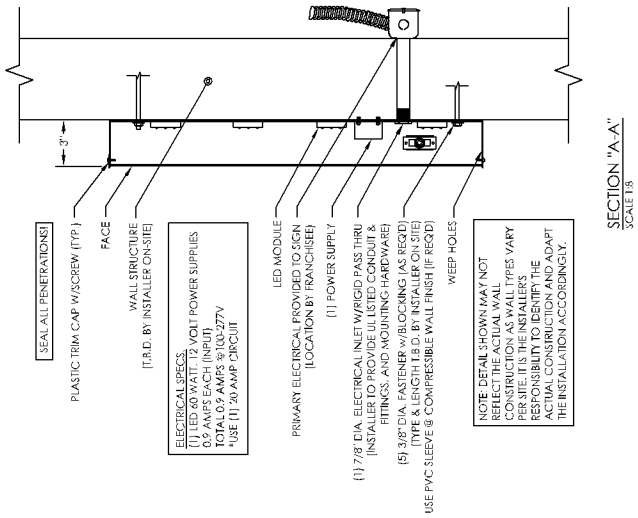
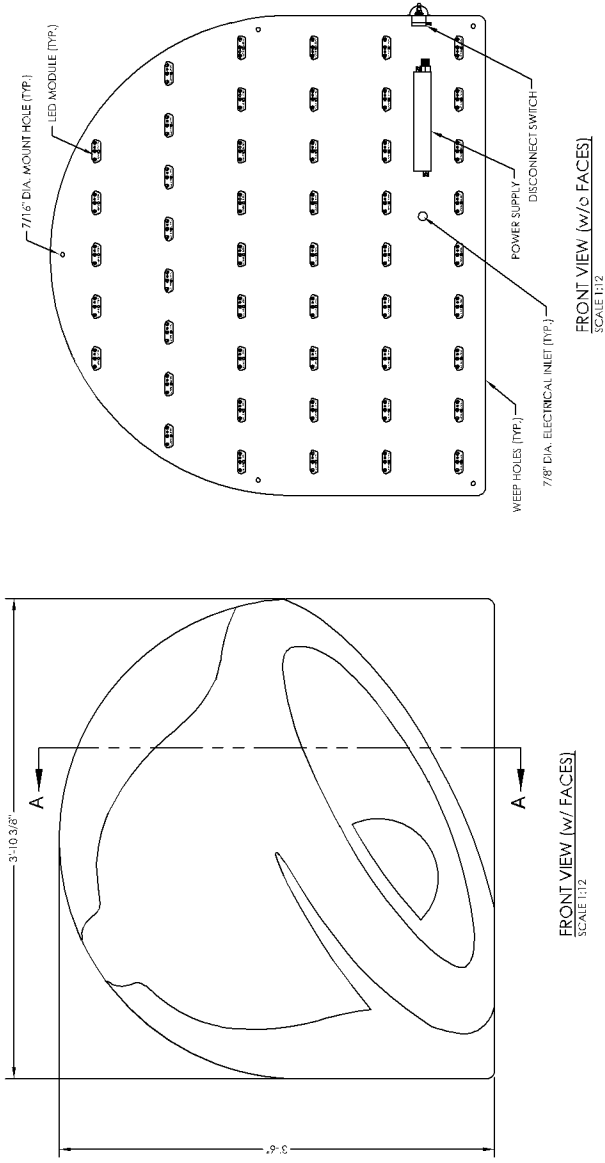
Prepared By: Christopher Koob

Date: 09/29/2022

PIF: 475854-0

Customer Signature:





GENERAL NOTES
INSTALLER TO PROVIDE COMPLETE PHOTOS OF MOUNTING/CONNECTION POINTS, WIRE ROUTING AND OVERALL ELEVATION.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE INTERNATIONAL ELECTRIC CODE (IEC) AND ANY APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

INSTALLER TO VERIFY SIGN IS PROPERLY INSTALLED, CONNECTED AND GROUNDED.

THIS DRAWING IS FOR INSTALLATION PURPOSES ONLY AND NOT TO BE USED FOR MANUFACTURING.

INSTALLATION INSTRUCTIONS

1. OPEN PACKAGING CAREFULLY AND INSPECT FOR DAMAGE. IF DAMAGE IS FOUND, CLAIM MUST BE FILED WITHIN 5-DAYS WITH SHIPPING AGENT.
2. DETERMINE SIGN LOCATION AND TAPE UP THE PROVIDED TEMPLATE ON THE SURFACE TO WHICH IT WILL BE INSTALLED. RECEIVE CONFIRMATION FROM CLIENT OR CONTRACTOR.
3. VERIFY ALL ELECTRICAL REQUIREMENTS AND OBTAIN NECESSARY PERMITS.
4. PREPARE WALL SURFACE TO BE INSTALLED TO PROVIDE PROPER ELECTRICAL HOLES.
5. FILL ALL HOLES WITH SILICONE PRIOR TO MOUNTING THE SIGN.
6. ALIGN LETTERS TO MATCHING PRE-DRILLED HOLES WHILE INSERTING FASTENERS THROUGH LETTERS, WALL AND BLOCKING (AS REQ'D); FASTEN WITH HARDWARE. USE PVC SLEEVES TO PROTECT WALL FINISH OVER SHEATHING (IF NECESSARY).
7. MAKE SURE ELECTRICAL HOLES ARE PROPERLY WIRING OF POWER SUPPLIES THROUGH DRILLED HOLES.
8. TEST LIGHT FOR PROPER FUNCTION AND ILLUMINATION.
9. PERFORM TOUCH-UP AS REQUIRED.
10. CLEAN INSTALLATION WORK SITE OF ALL EXCESS MATERIALS AND DEBRIS. DO NOT DISCARD ANY MATERIAL OR DEBRIS INTO ON-SITE DUMPSTERS.

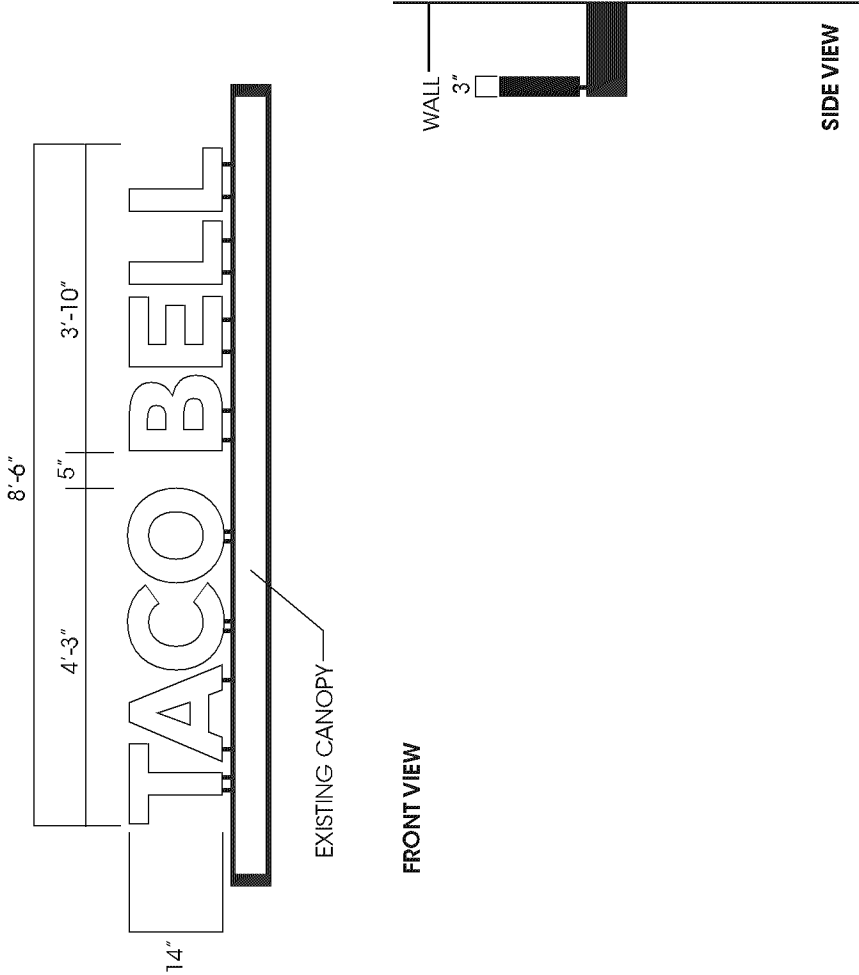
Everbrite, LLC - 4930 South 130th Street - Greenfield, WI 53223 - www.everbrite.com	Prepared By: Christopher Koob
Customer/Site No: 32088	Date: 09/29/2022
Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089	PIF: 475854-0
Description: TACO BELL	Customer Signature:



TACO BELL

Page 8 of 8

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GENERAL SPECIFICATIONS:

Decoration (Letters): White Faces w/ Black Jewelrite Trim Caps, Black Returns
Letter Area Squared: 9.42 Sq. Ft.
Wind Load: 110mph wind speed 3 second gust - exposure c

ELECTRICAL

Illumination:
• White LEDs
Power Supply:
• LED Power Supply
Line Load:
• (1) 20 Amp circuit

COLORS:

Exterior:
Letters: Black Returns

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Customer/Site No: 32088

Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089

Description: TACO BELL

Prepared By: Christopher Koob

Date: 09/29/2022

Customer Signature:

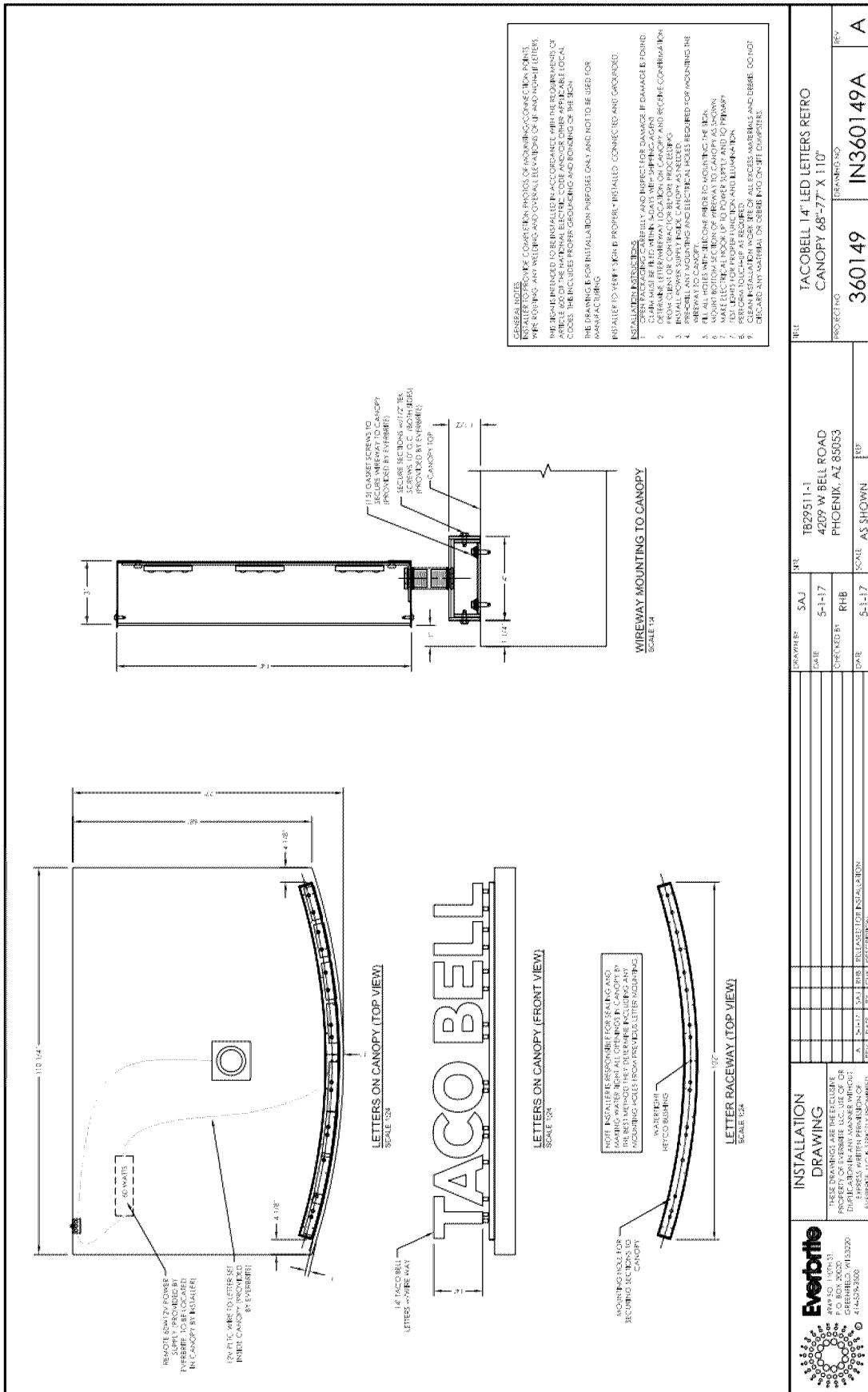


TACO BELL

PIF: 475854-0

Everbrite LLC - 4939 South Street - Greenfield, WI 53223 - www.everbrite.com

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Prepared By: Christopher Koob
Date: 09/29/2022
PIF: 475854-0
Customer Signature:

Everbrite, LLC - 4930 South 130th Street - Greenfield, WI 53223 - www.everbrite.com
Customer/Site No: 32088
Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089
Description: TACO BELL



PYLON FACE REPLACEMENT

Replace existing faces with new faces.
Paint pole and cabinet black.
Led retrofit lamps in cabinet



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Prepared By: Christopher Koob
Date: 09/29/2022
PIF: 475854-0
Customer Signature:

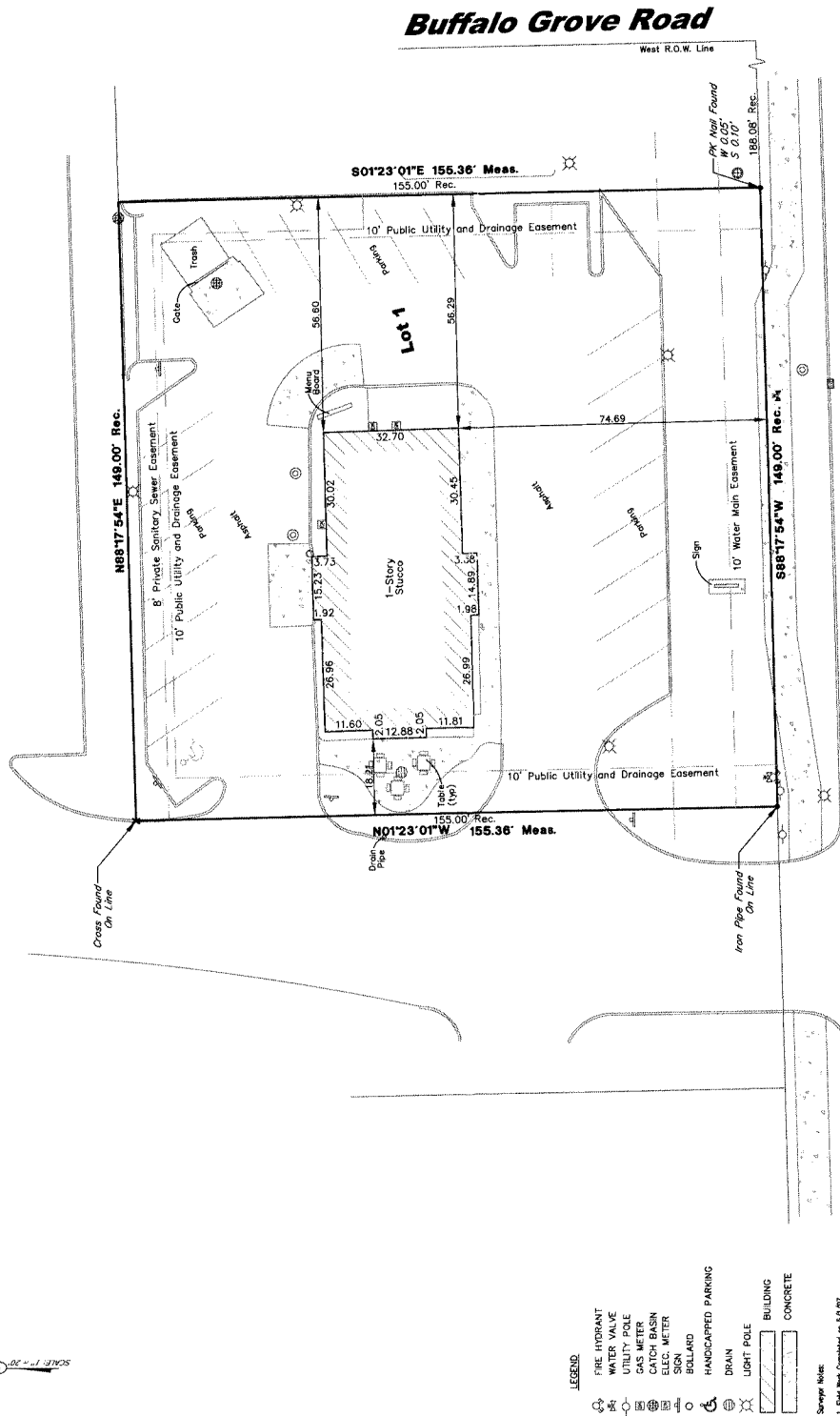
Everbrite, LLC - 4930 South 150th Street - Greenfield, WI 53223 - www.everbrite.com

Customer/Site No: 32088
Address: 50 W DUNDEE RD BUFFALO GROVE, IL 60089
Description: TACO BELL



PLAT OF SURVEY

LOT 1 IN LUIS WOOD SUBDIVISION OF PART OF LOT 13 IN THE SUBDIVISION OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 5, 1957 AND RECORDED JANUARY 28, 1974 AS DOCUMENT 141942, IN COOK COUNTY, ILLINOIS.



Dundee Road
100' R.O.W.

Buffalo Grove Road
West R.O.W. Line

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE, LAND SURVEYING SERVICES, INC., LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SUPERVISED THE MAKING OF THIS PLAT OF SURVEY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 2ND DAY OF MAY, A.D. 2007, IN PALATINE, ILLINOIS.

GLOREN J. VAN KATIE, JAM AGENT FOR LAND SURVEYING SERVICES, INC.

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3323

License Expiration Date 11-30-08
This professional service conforms to the current Illinois minimum standards for a boundary survey.

Drawn By: _____	Check By: _____	GLK	Checked
Revision # _____	Date _____	Drawn	
Field Work Completed: 5/1/07		Scale: 1" = 20'	Date: 5/2/07
Site Address: 50 W. DUNDEE ROAD BUFFALO GROVE, ILLINOIS		Job Number: LS070685	Sheet Number: S-1
Land Surveying Services Inc. 19 S. Bolivar St., Suite 210 Palatine, Illinois 60067 PH (847) 991-7700 FAX (847) 991-7702		PLAT OF SURVEY Professional Design Firm License No. 184-006532	

Surveyor Notes:

1. Field Work Completed on 5/1/07

2. Prepared for Sales Engineering

3. Site Address: 50 W. Dundee Road, Buffalo Grove, Illinois

4. PL No. 03-04-301-030

5. The boundary lines shown are indicated from the state of the recorded subdivision plat. In search of the records, no monuments or measurements were made as part of this survey.

6. No boundary corners were set at time of field survey of the subject property by client agreement.

7. This plat was prepared without the aid of a title commitment. Relyer is a purchaser of the property and is advised that any building lines or easements not shown on this plat.

8. Compare deed description and site condition with the data given on the plat and report any discrepancies to the surveyor at once.

9. Legal not provided by client.

05/3/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MAY 3, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Petition for Approval for Multiple Variations to Title 14 (Sign Code) Section 14.16 to Allow the Replacement of Three (3) Existing Wall Signs and Three (3) Canopy Signs at the Taco Bell Located at 50 W Dundee Road. (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

Binder, associate planner, provided a background on the subject property.

The petitioner was sworn in.

Shaner, with Everbrite sign company on behalf of Fylnn Restaurant Grop, provided additional testimony on the variations for the Taco Bell at 50 W Dundee Road.

Com. Moodhe asked if they were changing the color of the signs as they are currently.

Shaner addressed the proposed changes and brand design.

Com. Moodhe asked if there are any lumen changes to the signs.

Shaner said he is unaware of the lumen changes but believes the signs will be brighter than before.

Com. Worlikar asked about the brightness of the sign and if there have been any complaints at other locations.

Shaner said they have done many updates across Illinois, Wisconsin, and Indiana, and has personally not heard of any complaints. He noted the proposed signs do not come with dimmers. If there were ever complaints, they could change the signs for signs with dimmers.

Com. Au asked if there was an alternate sign package for colors.

Binder clarified that the ground sign as presented is permitted per color as the Village does not regulate this.

05/3/2023

Shaner reiterated that the proposed colors are brand colors/standards.

Com. Khan asked if there is any other work proposed at this location.

Shaner said he cannot speak to any other work that may or may not be going on at the subject property.

Com. Weinstein clarified with staff that the proposed ground sign is permitted by the Village.

Binder said yes, the ground sign is permitted as proposed.

Village staff report was entered as exhibit one

The public hearing closed at 7:45 PM

Com. Khan made a positive recommendation to the Village Board to approve the following variations to Title 14 (Sign Code) of the Village of Buffalo Grove Municipal Code at the Taco Bell located at 50 W Dundee Road:

- 1. A variation from Section 14.16, to allow one (1) wall sign and one (1) canopy sign along the north building elevation, which does not face a public street;*
- 2. A variation Section 14.16, to allow one (1) wall sign and one (1) canopy sign along the west building elevation, which does not face a public street;*
- 3. A variation from Section 14.16, to allow a total of three (3) wall signs, and a total of three (3) canopy signs, where one (1) of each sign type is permitted.*

Subject to the following conditions:

- 1. The wall signs and canopy signs shall be installed in accordance with the documents and plans submitted as part of this petition.*
- 2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.*

Com. Moodhe seconded the motion.

Com. Moodhe spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 5/15/2023 7:30 PM
AYES:	Moodhe, Khan, Weinstein, Au, Richards, Worlikar, Davis
ABSENT:	Marc Spunt, Frank Cesario

Regular Meeting

Other Matters for Discussion

05/3/2023

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Apr 19, 2023 7:30 PM

RESULT:	ACCEPTED [5 TO 0]
AYES:	Moodhe, Weinstein, Richards, Worlikar, Davis
ABSTAIN:	Zill Khan, Amy Au
ABSENT:	Marc Spunt, Frank Cesario

Chairman's Report**Committee and Liaison Reports****Staff Report/Future Agenda Schedule**

Binder, associate planner, spoke to the future agenda schedule.

Public Comments and Questions**Adjournment**

The meeting was adjourned at 7:50 PM

Kelly Purvis

APPROVED BY ME THIS 3rd DAY OF May, 2023

Attachment: PZC Draft Minutes 23-0503 (O-2023-63 : Ordinance Approving Sign Variations at 50 W Dundee)



Ordinance No. O-2023-64 : Approve an Ordinance for a Recreational Use in the I District at 1425 Busch Parkway.

Recommendation of Action

Planning & Zoning Commission unanimously recommended approval. Staff concurs with this recommendation.

SUMMARY: 2 Hours of Freedom Inc. is requesting approval of a Special Use for a recreational use in the Village's Industrial District at 1425 Busch Parkway for a children's indoor playground and activity. Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- 1425 Busch Pkwy - BOT Memo (DOCX)
- 1425 Busch Pkwy - Ordinance 23-0501 (DOCX)
- 1425 Busch Pkwy - Plan Set (PDF)
- Draft PZC Minutes 23-0419 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 15, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 1425 Busch Parkway - Special Use in the Industrial District (I) for a Recreational Use

PROJECT BACKGROUND

2 Hours of Freedom Inc. is requesting approval of a Special Use for a Recreational Use in the Village's Industrial District at 1425 Busch Parkway (see Figure 1). The proposed use will be located in the multi-tenant building at 1405-1495 Busch Parkway. The Petitioner is proposing to renovate the interior of the unit to accommodate an indoor playground and activity center for children.



Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

Proposed Use & Operation

- 2 Hours of Freedom will offer an indoor playground and activity center for children that range from 2 to 12 years old. The proposed use will also offer space to host birthday parties and other private events. Outside vendors will cater food for parties, but packaged candy, beverages, and ice cream will be sold onsite.
- Hours of operation will be from 9AM to 9PM 7 days a week, with peak hours anticipated to be Friday from 6PM to 9PM and Saturday – Sunday from 1PM to 9PM.
- The site was previously occupied by Kids N' Company who also obtained a Special Use for a Recreational Use in 2009.
- The Special Use does not conflict with the surrounding industrial uses in the development, and all existing tenants are aware of the petitioner's request.

Parking and Traffic

- The proposed use has sufficient parking to be compliant with the Village's parking requirements of 13 spaces.
- Pursuant to the lease, the petitioner will have 21 unreserved parking spaces for its use during the weekdays during typical working hours, an additional 24 spaces on weekday evenings and on the weekends, and 80 additional parking spaces available during peak business hours (Friday nights and weekends).
- There will be a Drop-off/pick-up location in front of the unit space intended for parents or guardians to walk their child inside the location and check in if they are visiting for a birthday party or other private event.

PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Special Use for a Recreational Use at 1425 Busch Parkway, subject to the following conditions:

1. The Special Use is granted to 2 Hours of Freedom, LLC. to operate a Recreational Use at 1425 Busch Parkway, which shall not run with the land.
2. The Special Use granted to the 2 Hours of Freedom, LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of the requested Special Use to 2 Hours of Freedom Inc, to allow a Recreational Use at 1425 Busch Parkway, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING A SPECIAL USE
FOR 1425 BUSCH PARKWAY
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**2 Hours of Freedom, Inc
1425 Busch Parkway**

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

WHEREAS, 1425 Busch Parkway, Buffalo Grove, IL ("Property") is a 12,594 square foot unit located in a multi-tenant building at 1405-1495 Busch Parkway in the I Industrial District and is hereinafter legally described in Exhibit A; and,

WHEREAS, Van Vlissingen and Company is the owner of the Property; and,

WHEREAS, 2 Hours of Freedom, Inc, ("Petitioner") has filed a petition for a Special Use in the Industrial District (I) to allow a Recreational Use;

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on April 19, 2023, concerning the petition for approval of the Special Use; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for Special Uses as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 6 to 0 to unanimously recommend approval of the requested Special Use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use is reasonable and will serve the best interest of the Village.

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Draft Minutes from the April 19, 2023, Planning & Zoning Commission Meeting

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Use for the Property at 1425 Busch Parkway, Buffalo Grove, IL, subject to the following conditions:

1. The Special Use is granted to 2 Hours of Freedom, Inc. to operate a Recreational Use at 1425 Busch Parkway, which shall not run with the land.
2. The Special Use granted to the 2 Hours of Freedom, Inc. is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Eric Smith, Village President

EXHIBIT A**Legal Description**

**2 Hours of Freedom, Inc
1425 Busch Parkway**

LOTS 8, 9, 10, 11, 12, 13 AND 14 IN THE CORPORATE GROVE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26 AND PART OF THE SOUTH 1 /2 OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE RECORDED AUGUST 22, 1984 AS DOCUMENT 2305059, IN LAKE COUNTY, ILLINOIS.

Street Address: 1405-1495 Busch Parkway, Buffalo Grove, Illinois

PIN: 15-27-405-009 (Lot 8); 15-27-405-008 (Lot 9); 15-27-405-007 (Lot 10); 15-27-405-006 (Lot 11); 15-27-405-005 (Lot 12); 15-27-405-004 (Lot 13); 15 27-405-003 (Lot 14)

4

EXHIBIT B

Plan Set

**2 Hours of Freedom, Inc
1425 Busch Parkway**

EXHIBIT C

Minutes from the April 19, 2023, Planning & Zoning Commission Meeting
2 Hours of Freedom, Inc
1425 Busch Parkway

2 HOURS OF FREEDOM INC.

General Business Description:

Our location will serve as an indoor playground and activity center geared toward providing children ages 2 to 12 years old a safe and engaging environment for play.

We will also host children's birthday parties at the proposed location and will cater food and drinks from outside vendors. Additionally, we will sell juice, soft drinks, slushies, coffee, ice cream and candy onsite.

Hours of Operation:

The hours of operation would be from 9am to 9pm, 7 days per week.

Number of Staff:

We will have a minimum of 3 staff members onsite at all times. During peak hours, we will have additional staff to ensure proper supervision of the play area.

Parking:

With 21 spaces during non-peak hours (Monday to Friday 9-5pm) and an additional 24 spaces during peak hours (Monday to Friday 5-9pm and weekends) there will be sufficient parking available at all times.

Peak Hours:

We anticipate peak hours to be on Fridays between 6pm and 9pm, Saturdays from 1pm to 9pm and Sundays between 1pm and 9pm.

Follow-up questions

- Q - Besides birthday parties, will you have any daily programming or activities within the space? What type of programs? Will it be an open house?
- A – There will not be daily programming or activities. Our location will be an open house, similar to other indoor playground businesses (ie: Skyzone, Ball Factory and other indoor playgrounds).

Q – Will there be any after-school classes or programming?

A – No, there will not be any specific classes or programming.

Q – Please confirm if children will be within the space with their parents or guardians.

A – Children must visit the location accompanied by a parent or guardian.

Q – To confirm, children will not be dropped off, similar to a childcare center, correct?

A - Correct, children will not be dropped off, similar to a childcare center.

Q – Please address how the drop-off location will work and what you envision how people will enter, use the space, and leave with the drop-off location.

A – The dedicated drop-off space in the front of the location is intended to allow for parents to quickly walk their child inside the location and check-in if they are visiting for a birthday party.

2 HOURS OF FREEDOM INC.

General Business Description:

Our location will serve as an indoor playground and activity center geared toward providing children ages 2 to 12 years old a safe and engaging environment for play.

We will also host children's birthday parties at the proposed location and will cater food and drinks from outside vendors. Additionally, we will sell juice, soft drinks, slushies, coffee, ice cream and candy onsite.

Hours of Operation:

The hours of operation would be from 9am to 9pm, 7 days per week.

Number of Staff:

We will have a minimum of 3 staff members onsite at all times. During peak hours, we will have additional staff to ensure proper supervision of the play area.

Parking:

With 21 spaces during non-peak hours (Monday to Friday 9-5pm) and an additional 24 spaces during peak hours (Monday to Friday 5-9pm and weekends) there will be sufficient parking available at all times.

Peak Hours:

We anticipate peak hours to be on Fridays between 6pm and 9pm, Saturdays from 1pm to 9pm and Sundays between 1pm and 9pm.

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Granting 2 Hours of Freedom will serve the public convenience at the location of the subject property because many of the residents of the surrounding area have young children, and by providing a business that gives them a place to entertain their children while visiting various businesses in the Buffalo Grove area.

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

The location of the special use will not create a negative impact on the streets of the area, and shall be in harmony with the appropriate, orderly development of the district in which it is located because the

proposed special use would be on a site that is accessed via Busch Parkway, which is primarily servicing commercial traffic and of significant size, it is near the intersection of Milwaukee Avenue and Busch Parkway, and it is located next to Sky Fitness, and Redline Athletics, which both are similar recreational uses. Furthermore, the exterior of the property will be largely unchanged, so the use will not effect the orderly development of the district.

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

The special use will not involve construction or changing the exterior or the foot print of the existing structure.

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Due to the parking already being in existence, the drainage, access roads, and other necessary facilities are already in existence. This proposed use would not require an upgrade of utilities.

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

The parking for the subject property should be of adequate size for the particular use, as the space will have 21 spaces during non-peak hours (Monday to Friday 9-5pm) and an additional 24 spaces during peak hours (Monday to Friday 5-9pm and weekends). Because children will often be dropped off by their parents, the space will not need the same level of parking that a subject property engaged in a fitness use that is frequented by adults who drive themselves would need.

VILLAGE OF
BUFFALO GROVE



AFFIDAVIT OF AUTHORIZATION

Property Address: 1405-1495 BUSCH PARKWAY, BUFFALO GROVE, ILLINOIS

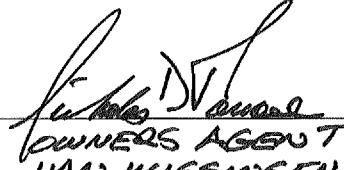
Property Owner Name: CGA INVESTMENT COMPANY, LLC

Property Owner Phone: 847.634.2300 Property Owner Email: NDP@VVCO.COM

Applicant/Petitioner Name: JEFFREY ANDERSON

To whom it may concern:

As the record owner of the above stated property, I hereby affirm that I have full legal capacity to authorize JEFFREY ANDERSON, and its representatives, to file applications for relief involving the referenced property and to act as the owner's agent through the development review process with the Village of Buffalo Grove Planning and Zoning Commission/Village Board.

Signature: 

Date: 3.10.23

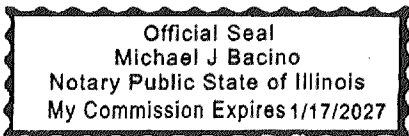
OWNERS AGENT
VAN ULISINGEN AND CO.

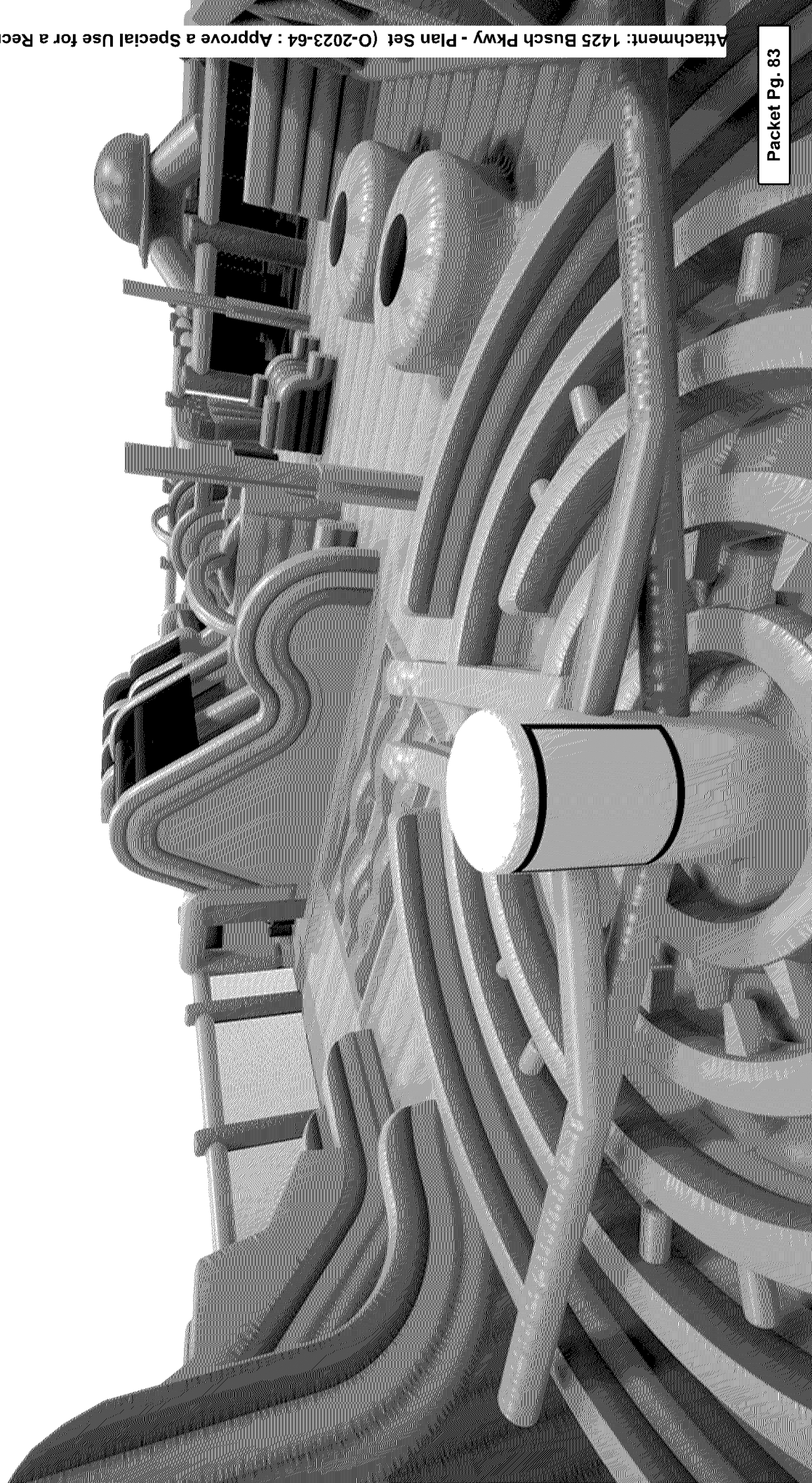
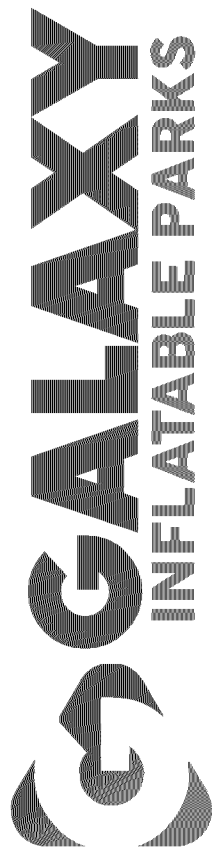
Subscribed and sworn to before me this

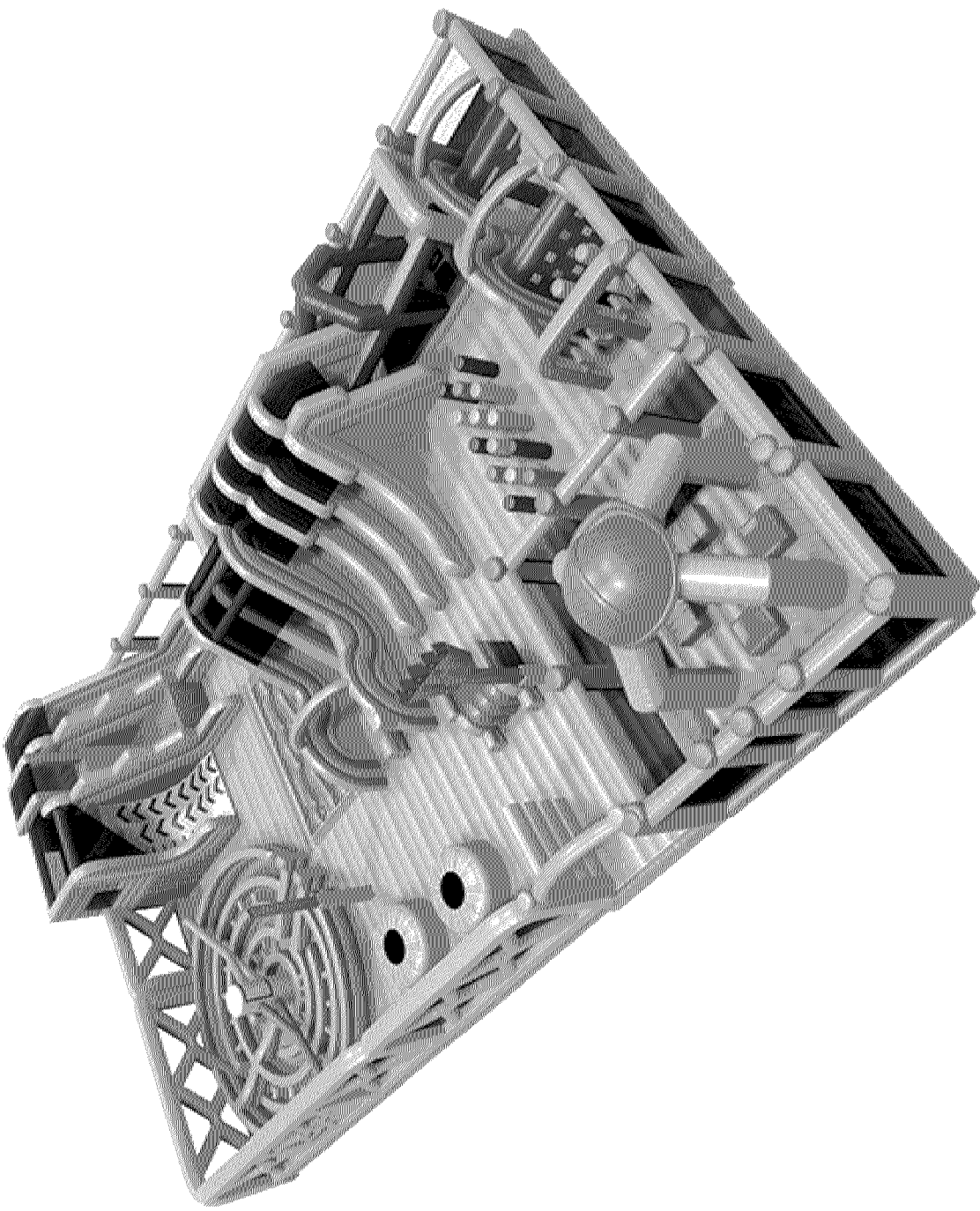
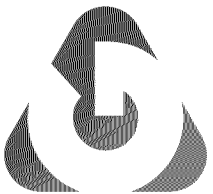
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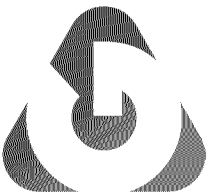


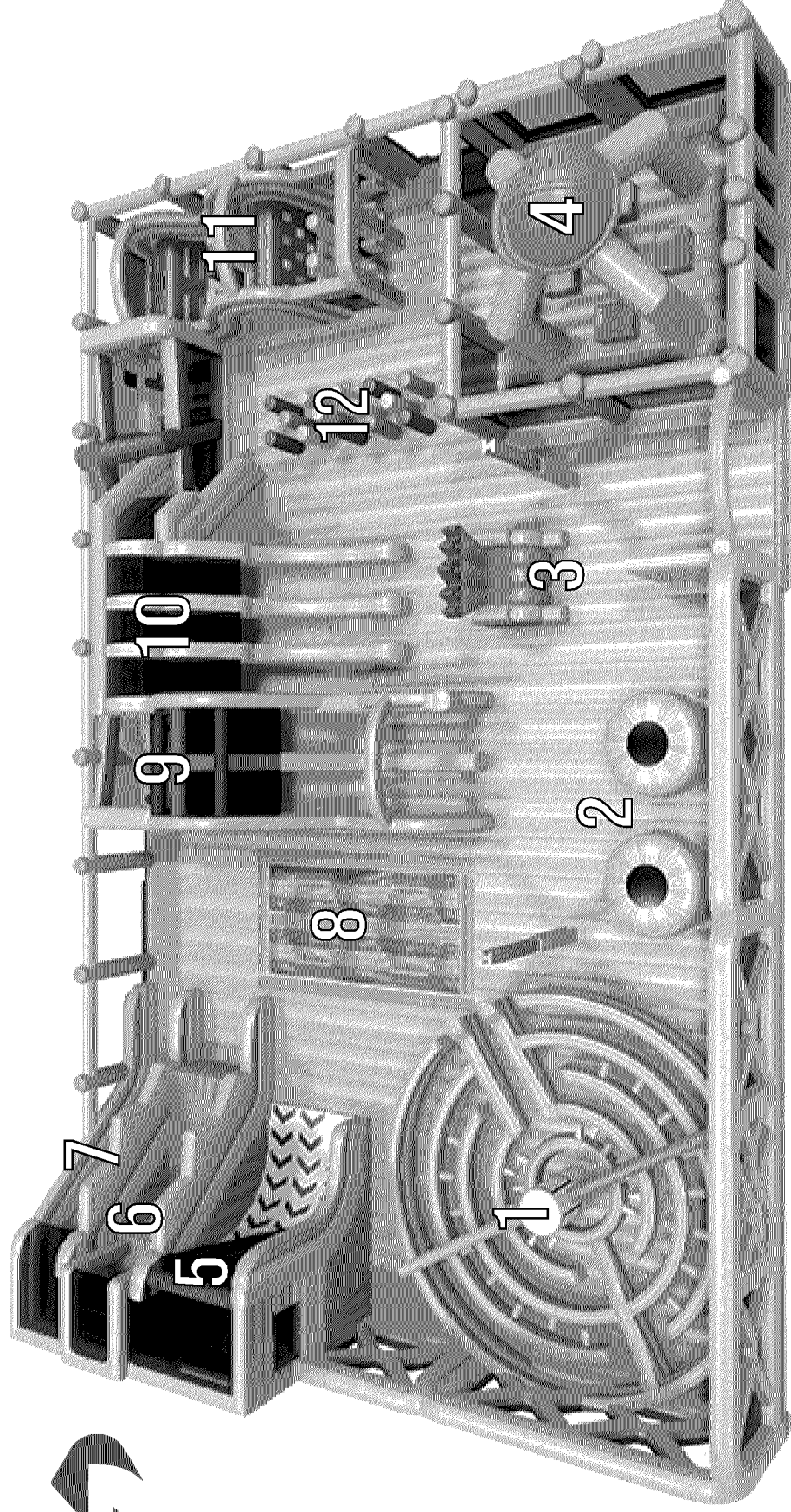
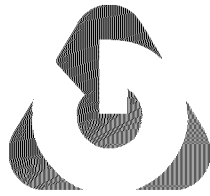
Notary Public









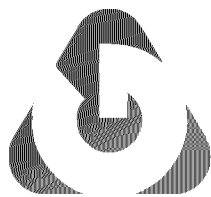


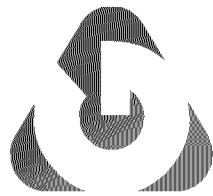
- | | | |
|---------------------|-----------------------------------|--------------------------------|
| 1. KAPOW | 6. STUNT JUMP | 11. XTREME FUN OBSTACLE COURSE |
| 2. ROCK N ROLL DUEL | 7. SUPER SLIDE | 12. BIFF BASH |
| 3. BIRTHDAY THRONE | 8. MOONBOUNCE | |
| 4. WRECKING BALL | 9. XTREME FUN OBSTACLE EXIT SLIDE | |
| 5. NINJA WALL | 10. MOUNTAIN SLIDE | |

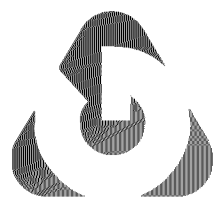
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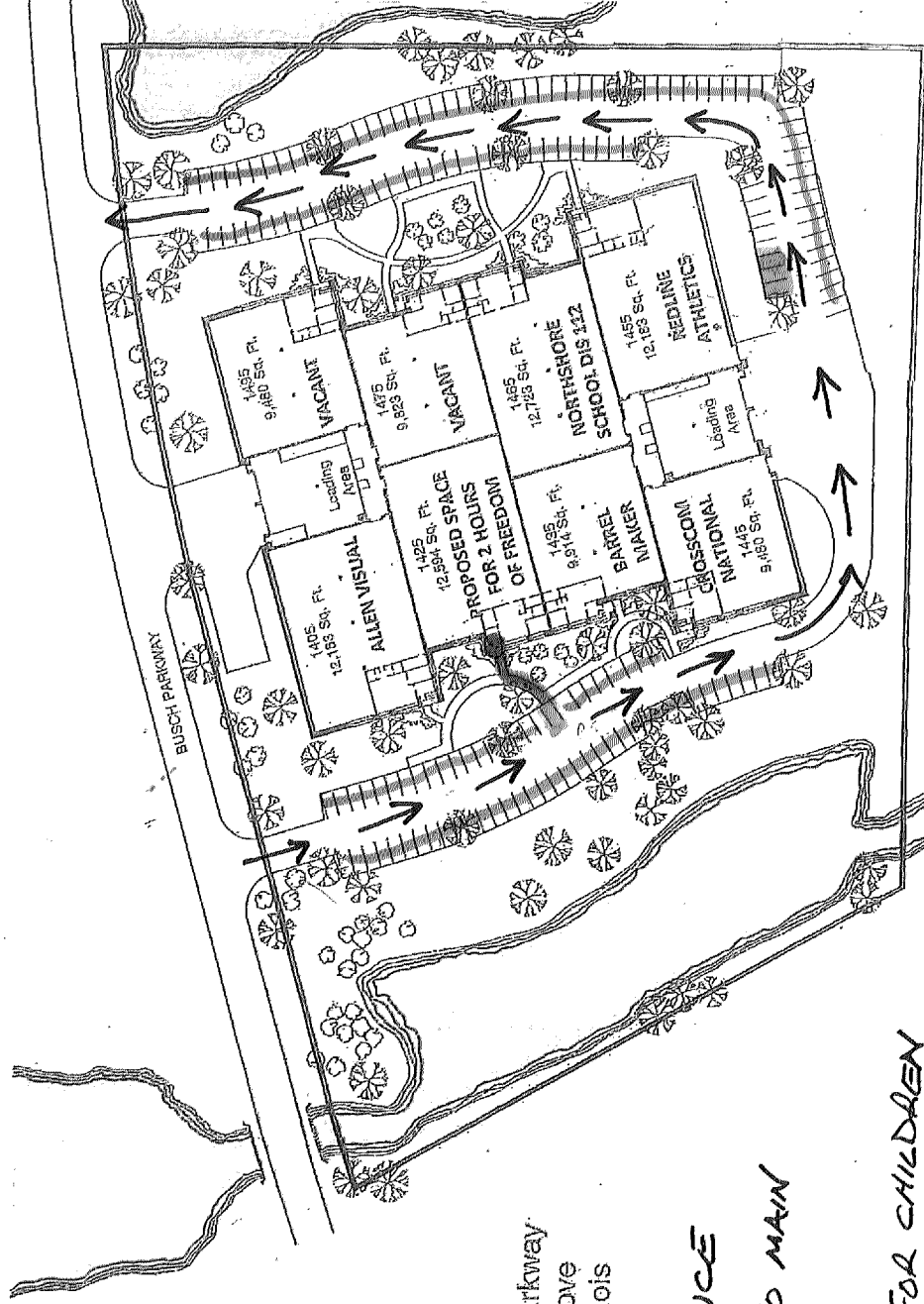




VAN VLISSINGEN AND CO.

Developers of corporate real estate since 1879.
 One Overlook Point
 Lincolnshire Corporate Center
 Lincolnshire, Illinois 60069
 Address Correction Requested

Attachment: 1425 Busch Pkwy - Plan Set (O-2023-64 : Approve a Special Use for a Recreational Use in the



1405-1495 Busch Parkway
 The Corporate Grove
 Buffalo Grove, Illinois

MAIN ENTRANCE

SIDEWALK TO MAIN ENTRANCE

DROP ZONE FOR CHILDREN
 ADJACENT TO SIDEWALK - ATTACHED SIGN TO BE PLACED ON SIDEWALK

TRAFFIC FLOW

EMPLOYEE PARKING

CUSTOMER PARKING AVAILABLE
 SIDE OF BLDG ON A FIRST COME

Proposed Signage
1425 Busch Parkway
Buffalo Grove



1405 - 1495 BUSCH PARKWAY
BUFFALO GROVE, ILLINOIS

8.G.c

MARCH 2023

SUITE	TENANT	ALLOCATED STALLS PER LEASE	NUMBER OF EMPLOYEES	PARKING DEMAND MONDAY - FRIDAY 6:00AM-5:00PM	PARKING DEMAND MONDAY - FRIDAY AFTER 5:00PM	PARKING DEMAND SATURDAY	PARKING DEMAND SUNDAY
1405	ALLEN VISUAL-12,183 SF	18	25	25	0	0	0
1425	TWO HOURS OF FREEDOM 12,594 SF PENDING. 21 UNRESERVED ASSIGNED SPACES, PLUS ADDITIONAL 24 SPACES 5PM-6AM M-F & WEEKENDS PER LEASE SEE FOOTNOTE	21	3	21	45	45	45
1435	BARRELL MAKER - 9,914 SF	10	15	15	0	0	0
1445	CROSSCOM NATL - 9,480 SF	10	2	2	0	0	0
1455	REDLINE ATHLETICS 12,183 SF	20	5	5	20	20	20
1465	NORTH SHORE SCHOOL DIST STORAGE 12,723 SF	15	0	0	0	0	0
1475	VACANT - 9,823 SF	16	0	16	0	0	0
1495	VACANT - 9,480 SF	16	0	16	0	0	0
	TOTALS	126	50	100	65	65	65

STALLS NOT USED DURING OCCUPIED HOURS

45	80	80	80
----	----	----	----

- BUILDING HAS 145 STALLS
- PARKING RATIO OF 1.64 STALLS PER 1,000 RENTABLE SQ. FT.
- TOTAL PARKING ASSIGNED
- REMAINING AVAILABLE

145

126

19

FOOTNOTE

PER LEASE AGREEMENT - TWO HOURS OF FREEDOM HAS BEEN GIVEN AN ADDITIONAL 24 PARKING SPACES FROM 5PM-6AM MONDAY-FRIDAY AND ON WEEKENDS.

The above information contains data as provided by the applicable tenants of the 1405-1495 Busch Parkway Building.
Van Vlissingen and Company assumes no responsibility for errors and omissions.



VAN VLISINGEN AND CO.

Developers of corporate real estate since 1879.

One Overlook Point

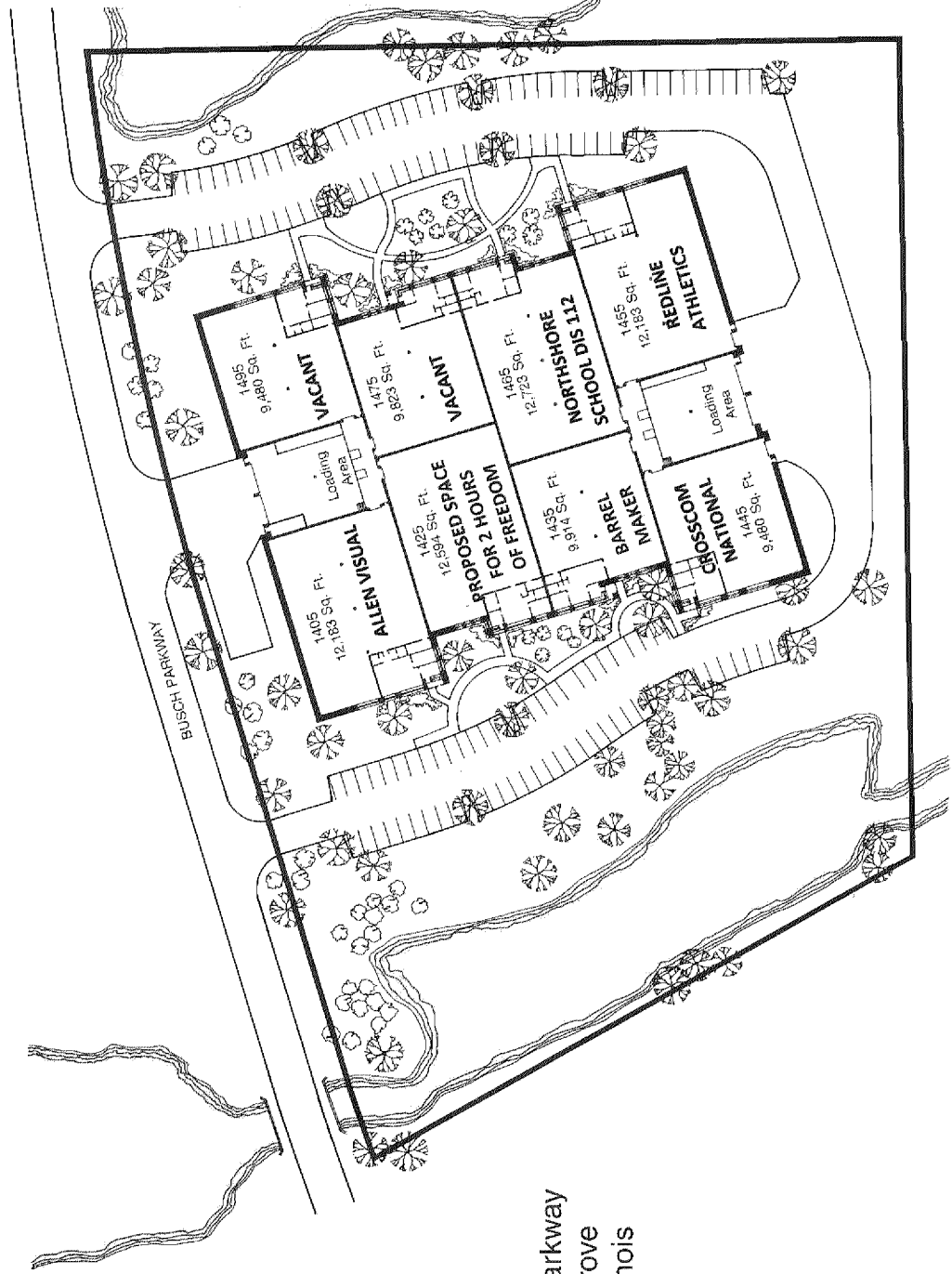
Lincolnshire Corporate Center

Lincolnshire, Illinois 60069

Address Correction Requested

8.G.c

Attachment: 1425 Busch Pkwy - Plan Set (O-2023-64 : Approve a Special Use for a Recreational Use in the



1405-1495 Busch Parkway
The Corporate Grove
Buffalo Grove, Illinois

TENANT	<u>TENANT</u>	<u>SQUARE FEET</u>	<u>BUSINESS TYPE</u>
1405-1495 BUSCH PARKWAY			
	1405 ALLEN VISUAL SYSTEMS INC.	12,183	AUDIO VISUAL
	1425 PROPOSED SPACE FOR 2 HOURS OF FREEDOM	12,594	
	1435 BARREL MAKER CLOTHING	9,914	PRINTING
	1445 CROSSCOM NATIONAL LLC	9,480	STORAGE
	1455 REDLINE ATHLETICS	12,183	ATHLETIC TRAINING FOR AGES 8-18 YRS OF AGE
	1465 NORTSHORE SCHOOL DISTRICT 12	12,723	EQUIPMETN STORAGE
	1475 VACANT	9,823	
	1495 VACANT	9,480	

04/19/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, APRIL 19, 2023**

Call to Order

The meeting was called to order at 7:30 PM by Commissioner Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consider a Variation for a Proposed Addition, Which Encroaches into the Rear Yard Setback at 578 Thornwood Drive. (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

Petitioners were sworn in.

Binder, associate planner, provided background on the subject property.

Crusius said the current deck is in need of a repair, explained why it is a three-season room and not a four-season room.

Com. Worlikar asked about the current deck.

Binder said the deck was permitted with that setback.

Com. Worlikar commented on the structure itself.

Crusius said it will be in like with the neighborhood.

Staff report entered.

Closed at 7:37 PM

Com. Moodhe made a motion to grant a variation to Section 17.40.020 of the Buffalo Grove Zoning Code to allow a proposed addition to encroach into the required rear yard setback at 578 Thornwood Drive, subject to the following conditions:

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

Com. Richards seconded the motion.

Com. Richards spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

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

2. Consideration of a Special Use for a Recreational Use in the Industrial District at 1425 Busch Parkway (Trustee Pike) (Staff Contact: Andrew Binder)

Petitioners were sworn in.

Binder, associate planner, provided background on the subject property.

Com. Richards asked Binder about the prior use.

Binder said it is similar.

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Anderson, owner of 2 hours of freedom, provided additional information on the indoor playground they are proposing.

Com. Richards asked if there were any issues with the building owner.

The owner of the building said they have no issues with the special use being proposed and look forward to the new tenant.

Com. Moodhe asked if the Village had received any calls.

Binder said no calls.

Com. Moodhe asked if it is open house.

Anderson said yes.

Com. Moodhe asked if there are any interior changes that are being made.

The owner of the building said there are no interior changes and explained the structure of the building. He also spoke with the neighbor next-door.

Com. Moodhe asked when they feel it will be used most.

Anderson said probably a bit busier during the wintertime due to weather.

Com. Spunt spoke to Jumpzone.

The owner of the building explained the Jumpzone is currently storage.

Com. Spunt asked about the traffic flow.

The owner of the building explained the flow of traffic for drop off.

Com. Worlikar asked for more clarification on the drop off zone. What kind of zoning will the parking have?

The owner of the building said there is one parking spot for the drop zone.

Anderson spoke to supervision of children at all times. Not a long-time parking spot.

Com. Worlikar asked what was previously in that space and asked if anything would be harmful to children.

The owner of the building said no and went over past tenants.

Com. Spunt asked about designated areas for parents.

Com. Worlikar asked if they envision it will be busy in the summer.

Anderson spoke to the peak use but believes they will have a consistent.

The staff report was entered as exhibit one.

The petitioners thanked the commission for their time.

The public hearing closed at 7:56 PM

Com. Moodhe made a motion PZC moves to make a positive recommendation to the Village Board to allow a Special Use for a Recreational Use at 1425 Busch Parkway, subject to the following conditions:

1. *The Special Use is granted to 2 Hours of Freedom, LLC. to operate a Recreational Use at 1425 Busch Parkway, which shall not run with the land.*

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2. *The Special Use granted to the 2 Hours of Freedom, LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*

Com. Richards seconded the motion.

Com. Weinstein spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Richards, Worlikar, Davis
ABSENT:	Frank Cesario, Zill Khan, Amy Au

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Apr 4, 2023 7:30 PM

RESULT:	ACCEPTED [5 TO 0]
AYES:	Moodhe, Spunt, Weinstein, Richards, Davis
ABSTAIN:	Neil Worlikar
ABSENT:	Frank Cesario, Zill Khan, Amy Au

Chairman's Report

Committee and Liaison Reports

Staff Report/Future Agenda Schedule

Purvis, Deputy Community Development Director, provided details on future agenda schedule items.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:05 PM

Action Items

Kelly Purvis

04/19/2023

APPROVED BY ME THIS 19th DAY OF April, 2023



Ordinance No. O-2023-65 : Ordinance Authorizing an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd.

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Christopher B. Burke time & material contract for development review services for an initial limit not to exceed \$50,000.

ATTACHMENTS:

- CBBEL Memo (DOCX)
- CBBEL Ordinance (DOCX)
- Professional Service Contract 2023 with CBBEL Final for Sig (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 10, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Development Review Services

Staff Recommendation

Staff recommends approval of the time and material contract for Christopher B. Burke Engineering, Ltd. (CBBEL) at an initial amount not to exceed \$50,000.00, subject to review and approval by Village Attorney.

Overview

Staff choose CBBEL for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of industry knowledge in this field. Additionally, Christopher B. Burke Engineering, Ltd. is heavily involved in the design and operation of the Village's storm sewer system already, completing several studies and designs over the last few years. This drainage compliance insight and an understanding of our system are critical elements of most development projects.

Village staff has traditionally fulfilled these obligations as part of the core responsibilities of the Engineering Section within Public Works. However due to recent staff changes these efforts will need to be outsourced, allowing for the Village staff to cover other Village specific matters. Village staff will continue to serve as the forward-facing partner in working with developers while also reviewing the code interpretations provided by CBBEL.

An initial purchase order value will be established at not to exceed \$50,000.00 from 100.60.580.10 – Engineering All Other Expense Consultant Fees. These costs will initially be offset by the reduced salary level of the Engineering Section.

Due to the varying level of development review demand as well as a varying level of engineer detail within each development, this purchase order may need to be extended beyond \$50,000.00 to continue to help facilitate development control in a timely manner. Each development will have an initial fee estimate communicated between CBBEL to help control these costs and communicate with the Village Board about the potential need for additional funding.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

WHEREAS, the Village seeks to enter into an Engineering Services Agreement with Christopher B. Buke Engineering, Ltd. for development review services,

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 Services Agreement with Christopher B. Buke Engineering, Ltd. for development review services at an initial price not to exceed \$50,000.00, subject to review by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: CBBEL Ordinance (O-2023-65 : Christopher Burke Development Review Services)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT is dated as of the 15th day of May 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
Attn: Michael Kerr
Phone: 847-823-0500
Email: mkerr@cbbel.com

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

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

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees to the extent arising in whole out of the negligent performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees,. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 12 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e- mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

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

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

Christopher B. Burke Engineering, Ltd. (CBBEL)
 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
 Attn: Michael Kerr
 Phone: 847-823-0500
 Email: mkerr@cbbel.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Attach RFQu Response documents

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices

EXHIBIT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

April 21, 2023

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

Attention: Kyle Johnson, Assistant Public Works Director

Subject: Professional Services Proposal to Perform Development Reviews

Dear Mr. Johnson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services relating to the review of proposed developments in the Village of Buffalo Grove.

SINGLE FAMILY HOMES

Our approach to review of single-family homes is to always make a site visit with the first review and take into consideration not only the proper drainage to the house to be built, but also to avoid adverse impact on neighboring properties, and for conformance with the neighborhood. We will bill you on a time and material basis for these services in accordance with the attached Schedule of Charges for Professional Services.

MULTI-FAMILY AND COMMERCIAL REVIEW

Because all multi-family and commercial reviews are different and vary in the size, nature, and complexity we propose to bill for these reviews on a time and material basis. Review services will be as requested and can include preliminary plan review, review of final engineering plans and plats, as well as supporting documents and outside agency permit applications (MWRD, IEPA, etc.) and can also include site inspections, as-built review, and letter of credit reduction requests. We will bill you on a time and material basis for these services in accordance with the attached Schedule of Charges for Professional Services.

Our staff has vast experience performing these services for many municipalities throughout the Chicago suburbs. Dan Lynch, Head of the Municipal Engineering Department will oversee review services for the Village. Dan has been on staff at CBBEL for 33 years, spending the vast majority of his time performing development review services. He is a licensed professional engineer and certified floodplain manager. During his tenure, he has performed thousands of plan reviews in Cook and Lake Counties. CBBEL staff includes not only general site civil review, but also lighting

and photometrics, traffic signal and traffic impact studies, stormwater, licensed surveyors, and a landscape architect.

We strive to meet all deadlines established by the Village, and typically state that our completion time is 10 working days from receipt of the assignment. Generally, resubmittals of single-family home grading plans are completed in five working days. Larger multi-family or commercial reviews may take longer, depending on the nature of the development.

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with Village of Buffalo Grove Professional Services Agreement for Engineering Services. Direct costs for review and application fees, mileage, blueprints, photocopying, printing, mailing, overnight delivery, and messenger services are not included in the Fee Estimate. Please note that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed on a time and materials basis at the attached hourly rates.

Please feel free to contact me if you have any questions.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges

DLL/sls

N:\PROPOSALS\ADMIN\2023\Buffalo Grove Plan Review Services P230150\Review Services.041123.docx

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

Exhibit C. Insurance

1. Firm's Insurance

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

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

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

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

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

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



Ordinance No. O-2023-66 : Ordinance Authorizing a Sewer Flow Monitoring Agreement with McKim & Creed

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the McKim & Creed sewer flow monitoring agreement for maintenance and analytics through sewer sensors, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed \$86,162.50.

ATTACHMENTS:

- McKim Flow Monitoring (DOCX)
- McKim Ordinance (DOCX)
- 231445_Purchase_SanitaryMonitoring (PDF)
- 231445_Rental_SanitaryMonitoring (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 10, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2023 McKim & Creed Sewer Flow Monitoring

Staff Recommendation

Staff recommends that the Village Manager execute an agreement with McKim & Creed, Inc. for sewer flow monitoring services at a price not to exceed \$86,162.50 between rental and purchased services.

Overview

In 2022 Aquify ceased to operate as a corporate entity ending the Village's pilot program for District Metered Area (DMA) Water Loss Management. After a thorough exploration of firms operating in this sector, the Village moved forward with McKim & Creed due to their lengthy and diverse experience in the field. After a transition period, the Village has seen a significant improvement in operating system and reliance on data through McKim & Creed.

To compliment our new DMA zones and strategic leak detection, sewer flow monitoring is essential to the management of the Village's utilities. McKim and Creed can offer packages that guarantee sewer data through the same systems as the existing water data. The sewer data can be integrated with our Asset Management Software as well, allowing for a further streamlining of services. In order to remain cost effective, staff is proposing a mix of rentals and purchases which will eventually lead to full ownership of the equipment.

As part of the 2023 CIP process \$70,000 was budgeted for flow monitoring through the Sewer Capital Fund. Within the same line item, the long-term sewer facilities study will be under budget by \$20,000 or more allowing for the additional and necessary expenditures in flow monitoring.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING A SEWER FLOW MONITORING AGREEMENT WITH MCKIM & CREED**

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

WHEREAS, the Village seeks to enter into a Sewer Flow Monitoring Agreement with McKim & Creed for purchase, maintenance, software and analytics of sewer flow monitors, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into a Sewer Flow Monitoring Agreement with McKim & Creed for purchase, maintenance, software and analytics of sewer flow monitors at a price not to exceed \$86,162.50, subject to final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: McKim Ordinance (O-2023-66 : Sanitary Sewer Flow Monitoring)

McKim & Creed, Inc
1730 Varsity Drive Suite 500
Raleigh, NC 27606



Date	Estimate #
5/3/23	231445

Customer Name / Address
ATTN: Ted Sianis
51 Raupp Boulevard
Buffalo Grove, IL 60089

Ship To
ATTN: Ted Sianis
51 Raupp Boulevard
Buffalo Grove, IL 60089

PO Number	Terms	Rep	Project
	N/30	RE	6 Month Sanitary Monitoring

SN	Item	Description		Price	Total
	Install/Removal	Installation and removal of hardware for 4 sites	2	6,250.00	12,500.00
	Product Purchase	Contactless flow monitoring kit	2	17,681.25	35,362.50
	Data and Maintenance	Baseform data management and site maintenance	6	1,400.00	8,400.00
				-	-
					-
					-
					-
		SHIPPING AND HANDLING	1	300.00	300.00
					-

Notes This is a quotation on the goods named, subject to the conditions noted below: Payment is due within 30 days of receipt of invoice. Payment via credit card will add a 5% processing fee. To accept this quotation please sign below.

Taxable Total		-
Sales Tax	7.750%	-
Non-Taxable Total		56,562.50
TOTAL		\$ 56,562.50

Phone #	Fax Number	Website
(910) 509-7225	(910) 509-7226	www.mckimcreed.com

Signature/Authorization _____

Name/Title _____

Attachment: 231445_Purchase_SanitaryMonitoring (O-2023-66 : Sanitary Sewer Flow Monitoring)

McKim & Creed, Inc
1730 Varsity Drive Suite 500
Raleigh, NC 27606



Date	Estimate #
5/3/23	231445

Customer Name / Address
ATTN: Luke Mattson
8725 W. Higgins Road, Suite 600
Chicago, IL 60631

Ship To
ATTN: Ted Sianis
51 Raupp Boulevard
Buffalo Grove, IL 60089

PO Number	Terms	Rep	Project
	N/30	RE	6 Month Sanitary Monitoring

SN	Item	Description		Price	Total
	Install/Removal	Installation and removal of hardware for 4 sites	2	6,250.00	12,500.00
					-
	Product Rental	Contactless flow monitoring kit	12	625.00	7,500.00
	Product Rental	Rain gauge monitoring kit	6	-	-
	Data and Maintenance	Product maintenance and mointoring	6	1,600.00	9,600.00
					-
					-
					-
		SHIPPING AND HANDLING	1	-	-
					-
Notes	This is a quotation on the goods named, subject to the conditions noted below: Payment is due within 30 days of receipt of invoice. Payment via credit card will add a 5% processing fee. To accept this quotation please sign below.		Taxable Total		-
			Sales Tax 7.750%		-
			Non-Taxable Total		29,600.00
			TOTAL		\$ 29,600.00

Phone #	Fax Number	Website
(910) 509-7225	(910) 509-7226	www.mckimcreed.com

Signature/Authorization _____

Name/Title _____

Attachment: 231445_Rental_SanitaryMonitoring (O-2023-66 : Sanitary Sewer Flow Monitoring)



Ordinance No. O-2023-67 : Ordinance Authorizing an Intergovernmental Agreement with the Village of Wheeling Relating to the Maintenance and Ownership Responsibilities of the Lake Cook Road Project

Recommendation of Action

Staff recommends approval subject to Village Attorney review and approval.

SUMMARY: The Village of Wheeling and the Village staff are proposing to enter into an Inter-Governmental Agreement for the shared maintenance and electrical costs along the Lake Cook Road project. As the work includes modifications to Village owned infrastructure, an agreement is required.

ATTACHMENTS:

- Wheeling - Lake Cook IGA Memo (DOCX)
- Wheeling - Lake Cook IGA Ord (DOCX)
- Wheeling BG Traffic Signal Agreement FINAL (DOC)
- Lighting Exhibit Marked Up (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 9, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Lake Cook Road Maintenance and Electrical Cost Intergovernmental Agreement (IGA) with the Village of Wheeling

Recommendation

Staff recommends entering into an Intergovernmental Agreement with the Village of Wheeling for the maintenance and electric costs associated with the traffic signal and lighting improvements along Lake Cook Road.

Project Overview

The Village has been working with the Cook County Department of Transportation and Highways, Lake County Department of Transportation, and the Village of Wheeling on the Lake Cook Road Improvement Project since 2008. With the project now complete, the Village of Buffalo Grove and Village of Wheeling need to enter into an Intergovernmental Agreement (IGA) to finalize the long-term energy and maintenance costs associated with elements of the project that are shared between the two entities. Whenever a government agency such as Cook County or Lake County improves a road within a municipality, there are always associated costs for Village owned and maintained items, such as utilities, streetlights, traffic signals, emergency vehicle pre-emption, and sidewalks. Staff has worked to reduce and clearly define these responsibilities through the project development, but ultimately some items still must be further defined through this agreement.

The Lake Cook Road project of 2019-2022 included the roadway and associated improvements along Lake Cook from Hastings Drive to Raupp Boulevard, Weiland Road from Woodstone Drive to Route 83, Route 83 from Bank Lane to Weiland Road and Buffalo Grove Road from Church Drive to St. Mary's Parkway. These limits are also demonstrated in Exhibit A of the IGA. Previously agreements have been made with the Cook County Department of Transportation and Highways and the Lake County Department of Transportation for similar matters of ownership or maintenance.

The costs associated with the maintenance of the streetlights, traffic signal equipment and sidewalks included in this agreement are factored into the annual Public Works operating budget along with long-term replacement costs being placed in the Capital Improvement Plan.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WHEELING RELATING TO THE MAINTENANCE AND OWNERSHIP RESPONSIBILITIES OF THE LAKE COOK ROAD PROJECT

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

WHEREAS, the Village of Buffalo Grove seeks to enter into an Intergovernmental Agreement with the Village of Wheeling for the maintenance and electric costs associated with the traffic signal and lighting improvements along Lake Cook Road; and

WHEREAS, the annual cost for maintenance and energy to the Village will vary annually based upon a variety of factors, including but not limited to, traffic accidents, energy rates and usage, as well as degradation of equipment.

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

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

SECTION 2. The Village Manager is authorized to enter into an Intergovernmental Agreement with the Village of Wheeling for the maintenance and electric costs associated with the traffic signal and lighting improvements along Lake Cook Road, a copy of said agreement is attached hereto, pending attorney review.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2023
 APPROVED: _____, 2023

APPROVED:

 Eric Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Wheeling - Lake Cook IGA Ord (O-2023-67 : Wheeling IGA (Lake Cook Road))

INTERGOVERNMENTAL AGREEMENT FOR STREETLIGHT MAINTENANCE ON LAKE COOK ROAD

This Service Agreement (the "Agreement") is made and entered into by and between the Village of Wheeling ("Wheeling"), a body politic and corporate of the State of Illinois, and the Village of Buffalo Grove ("Buffalo Grove"), a body politic and corporate of the State of Illinois. Wheeling and Buffalo Grove are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, various streetlights and related systems have been installed at various intersections in and around Wheeling and Buffalo Grove by the County

WHEREAS, the Project includes installation of a new street light system and associated appurtenances (the "New Streetlights") at the Intersections; and

WHEREAS, the Parties wish to designate responsibility for the costs to maintain the New Streetlights after their completion; and

WHEREAS, the Parties, by this instrument, desire to memorialize their respective obligations and responsibilities toward future maintenance responsibilities of the completed New Streetlights.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement shall not become effective unless authorized and executed by the Wheeling Village President and the Buffalo Grove Village President. This Agreement is a legal, valid, and binding agreement, enforceable against the Parties. This Agreement shall continue until it is terminated by Agreement of the parties.

SECTION 3. VILLAGES' RESPONSIBILITIES

3.1 Post-Project Maintenance of Streetlights. Following completion of the New Streetlights by the County, Wheeling and Buffalo Grove shall have the following obligations:

- a. Buffalo Grove will be responsible for all street light maintenance and electrical costs for the streetlights on the circuit of "Proposed Lighting Controller BG1" and "Proposed Lighting Controller BG2" on the attached exhibit.
- b. Wheeling will be responsible for all street light maintenance and electrical costs for the streetlights on the circuit of "Proposed Lighting Controller W2" on the attached exhibit.

- c. Wheeling will be responsible for seventy two percent (72%) and Buffalo Grove will be responsible for twenty eight percent (28%) of the electrical costs for streetlights on the circuit of "Proposed Lighting Controller W1" as shown on the attached exhibit.
- d. Wheeling will be responsible for street light maintenance costs on all streetlights highlighted green on the attached exhibit. There will be thirty-one (31) lights in total.
- e. Buffalo Grove will be responsible for street light maintenance costs on all streetlights highlighted pink on the attached exhibit. There will be twelve (12) lights in total.
- f. Any conduit or wiring repair costs that fall in-between a Buffalo Grove light pole and Village of Wheeling light pole will be shared at fifty percent (50%) each.
- g. Buffalo Grove will be responsible for one hundred percent (100%) of maintenance costs of the Buffalo Grove sidewalk within Wheeling right of way.

SECTION 5. GENERAL PROVISIONS

- 5.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 5.2 Default. A Party shall be in default hereunder in the event of a material breach by such Party (the "Defaulting Party") of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Defaulting Party has failed to cure such breach within thirty (30) days after written notice of breach is given by another Party (the "Non-Defaulting Party"), setting forth the nature of such breach. Failure of a Non-Defaulting Party to give written notice of breach to the Defaulting Party shall not be deemed to be a waiver of the right of such Non-Defaulting Party to assert such breach at a later time. Upon default the Non-Defaulting Party shall be entitled to exercise all available remedies at law and in equity. The Non-Defaulting Party shall be entitled to reasonable attorneys' fees and costs relating to litigation initiated by the Non-Defaulting Party. In the event of a default by either of the Villages, the County shall be notified in writing by the Non-Defaulting Party. If the County assumes the maintenance obligation of the Defaulting Party for any period of time and incurs expenses in so doing, the County may charge the Defaulting Party for any such reasonable expense.
- 5.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 5.4 Force Majeure. Neither the County, nor Buffalo Grove, nor Wheeling, shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.

- 5.5 De minimis Costs. When the terms of this agreement result in a total invoice cost of \$250.00 or less from one Party to the other, it shall be deemed de minimis and voided by both Parties.
- 5.6 Payment: Scheduled payments such as electrical costs will be reimbursed to the Village of Wheeling on a yearly basis, submitted to the Village of Buffalo Grove by March 1st for all billing in the prior year. The Village of Buffalo Grove will then make payment to the Village of Wheeling within ninety (90) days of receipt of the invoice. Unexpected costs such as damage to utility conduits or otherwise will be reimbursed at the time of incident. The Village of Wheeling will invoice the Village of Buffalo Grove within ninety (90) days of these incidents, with payment being made by the Village of Buffalo Grove within ninety (90) days following receipt of the invoice.
- 5.7 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first-class mail.

TO WHEELING:

Village Manager
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

TO BUFFALO GROVE:

Village Manager
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, IL 60089

- 5.6 Entire Agreement. This Agreement constitutes the entire agreement between Buffalo Grove and Wheeling, and merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitment and writing with respect to such subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officials on the dates as shown.

VILLAGE OF WHEELING:

Patrick Horcher
Village President
Village of Wheeling

This ____ day of _____ A.D. 2023.

ATTEST: _____
Village Clerk

(SEAL)

VILLAGE OF BUFFALO GROVE :

Eric Smith
Village President
Village of Buffalo Grove

This ____ day of _____ A.D. 2020.

ATTEST: _____
Village Clerk

(SEAL)

Attachment: Wheeling BG Traffic Signal Agreement FINAL (O-2023-67 : Wheeling IGA (Lake Cook Road))

VILLAGE OF BUFFALO GROVE LIGHTING

PROPOSED LIGHTING CONTROLLER BCI CIRCUIT LOAD TABLE			
RED CABLE	QUANTITY	AMP	KW @ 120V
A	5	4.7	0.56
B	5	4.7	0.56
C	5	4.7	0.56
D	4	3.5	0.42
E	2	2.3	0.28
F	2	2.3	0.28
G	3	3.5	0.42
H	3	3.5	0.42
TOTAL		38.9	4.30

BLACK CABLE	QUANTITY	AMP	KW @ 120V
A	5	4.7	0.56
B	5	4.7	0.56
C	5	4.7	0.56
D	4	3.5	0.42
E	2	2.3	0.28
F	2	2.3	0.28
G	3	3.5	0.42
H	3	3.5	0.42
TOTAL		38.9	4.30

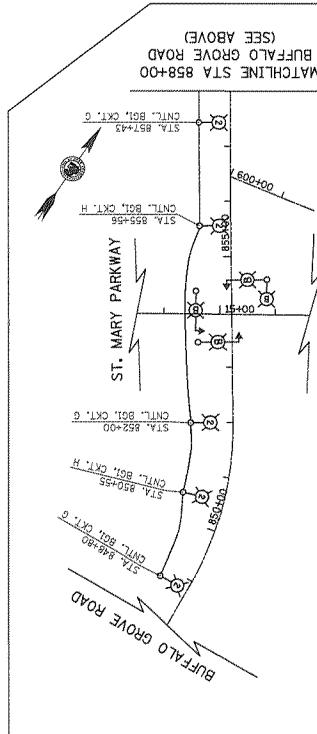
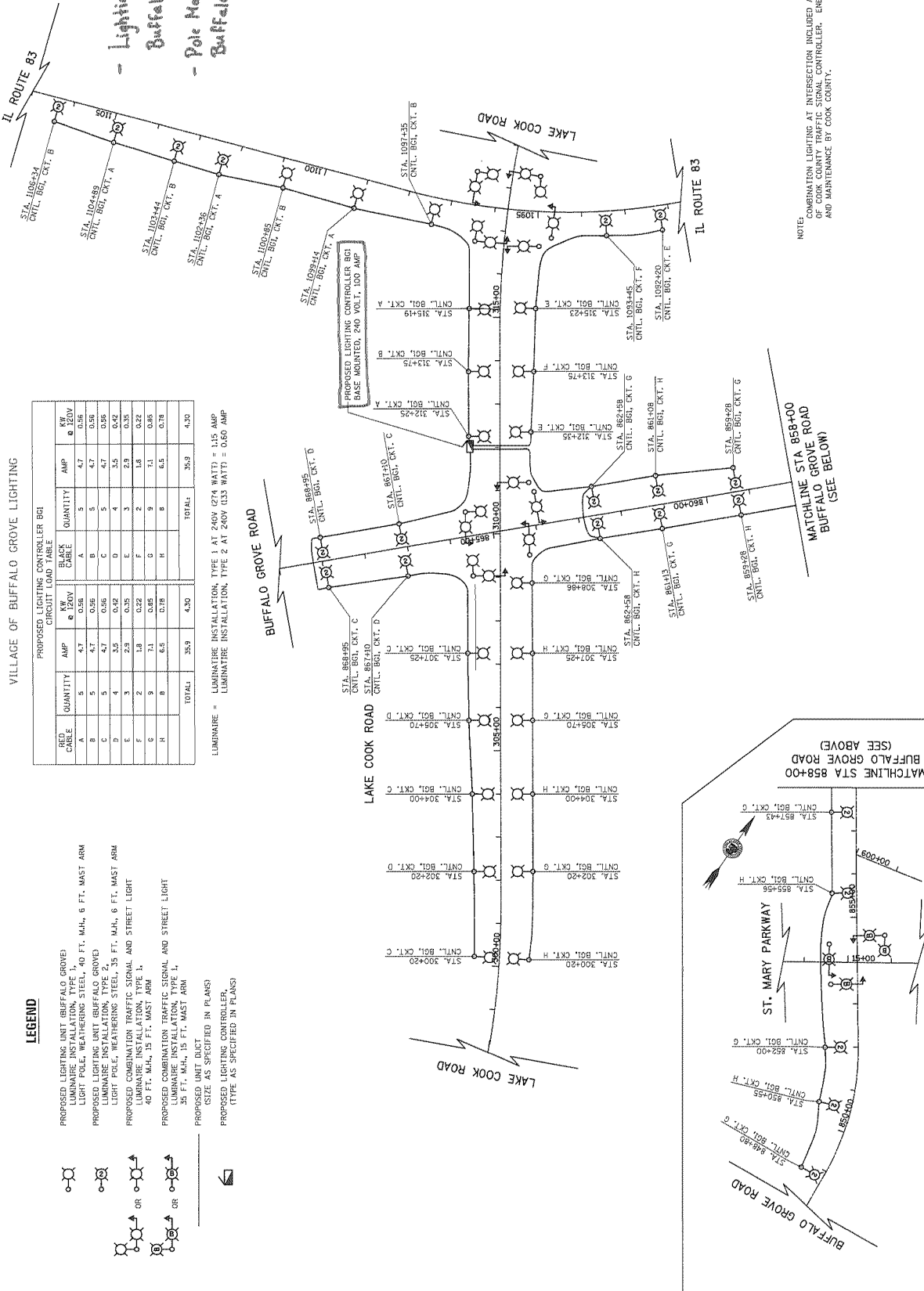
LUMINAIRE = LUMINAIRE INSTALLATION, TYPE 1 AT 240V (174 WATT) = 1.16 AMP
LUMINAIRE INSTALLATION, TYPE 2 AT 240V (133 WATT) = 0.60 AMP

LEGEND

- PROPOSED LIGHTING UNIT (BUFFALO GROVE)
LUMINAIRE INSTALLATION, TYPE 1,
LIGHT POLE, WEATHERING STEEL, 40 FT. M.A.L., 6 FT. MAST ARM
- PROPOSED LIGHTING UNIT (BUFFALO GROVE)
LUMINAIRE INSTALLATION, TYPE 2,
LIGHT POLE, WEATHERING STEEL, 35 FT. M.A.L., 6 FT. MAST ARM
- PROPOSED COMBINATION TRAFFIC SIGNAL AND STREET LIGHT
LUMINAIRE INSTALLATION, TYPE 1,
40 FT. M.A.L., 15 FT. MAST ARM
- PROPOSED COMBINATION TRAFFIC SIGNAL AND STREET LIGHT
LUMINAIRE INSTALLATION, TYPE 2,
35 FT. M.A.L., 15 FT. MAST ARM
- PROPOSED UNIT DUCT
(SIZE AS SPECIFIED IN PLANS)
- PROPOSED LIGHTING CONTROLLER,
(TYPE AS SPECIFIED IN PLANS)

- Lighting power is 100%.
Buffalo Grove

- Pole Maintenance is 100%.
Buffalo Grove



NOTE:
COMBINATION LIGHTING AT INTERSECTION INCLUDED AS PART
OF COOK COUNTY TRAFFIC SIGNAL CONTROLLER, ENERGY
AND MAINTENANCE BY COOK COUNTY.



LAKE COOK ROAD - RAUPP BOULEVARD TO HASTINGS LANE

LIGHTING PROPOSED WIRING DIAGRAM

COUNTY OF COOK
DEPARTMENT OF TRANSPORTATION AND HIGHWAYS



BUFFALO GROVE, IL	COUNTY HIGHWAY	450
WHEELING TOWNSHIP	FISCAL YEAR	2018
SECTION	SECTION	13-AS013-01-8P

DATE

- Lighting Power is 100%. Buffalo Grove
- Pole Maintenance is 100%. Buffalo Grove



VILLAGE OF BUFFALO GROVE LIGHTING

REF. CABLE	QUANTITY	BLACK		AMP		KVA @ 208V
		1G	2G	1G	2G	
A	7	1G	0.54	7	2.0	0.54
B	7	6.4	0.77	7	2.0	0.77
C	4	4.1	0.49	4	4.1	0.49
D	4	4.1	0.49	4	4.1	0.49
E	2	1.8	0.22	2	1.8	0.22
F	2	4.1	0.29	2	4.1	0.29
G	2	2.4	0.3	2	2.4	0.3
H	2	1.8	0.22	2	1.8	0.22
TOTAL		30.0	3.63	TOTAL	3.0	3.61

LUMINAIRE = LUMINAIRE INSTALLATION, TYPE 1 AT 240V (274 WATT) = 1.15 AMP
LUMINAIRE INSTALLATION, TYPE 2 AT 240V (133 WATT) = 0.60 AMP

LEGEND

PROPOSED LIGHTING UNIT (BUFFALO GROVE)

LUMINAIRE INSTALLATION TYPE 1,
LIGHT POLE WEATHERING STEEL, 40 FT. W.H., 6 FT. MAST ARM

PROPOSED LIGHTING UNIT (BUFFALO GROVE)

LUMINAIRE INSTALLATION TYPE 2,
LIGHT POLE WEATHERING STEEL, 35 FT. W.H., 6 FT. MAST ARM

PROPOSED LIGHTING UNIT (CENTRAL AND STREET LIGHTS)

LUMINAIRE INSTALLATION TYPE 1,
40 FT. W.H., 15 FT. MAST ARM

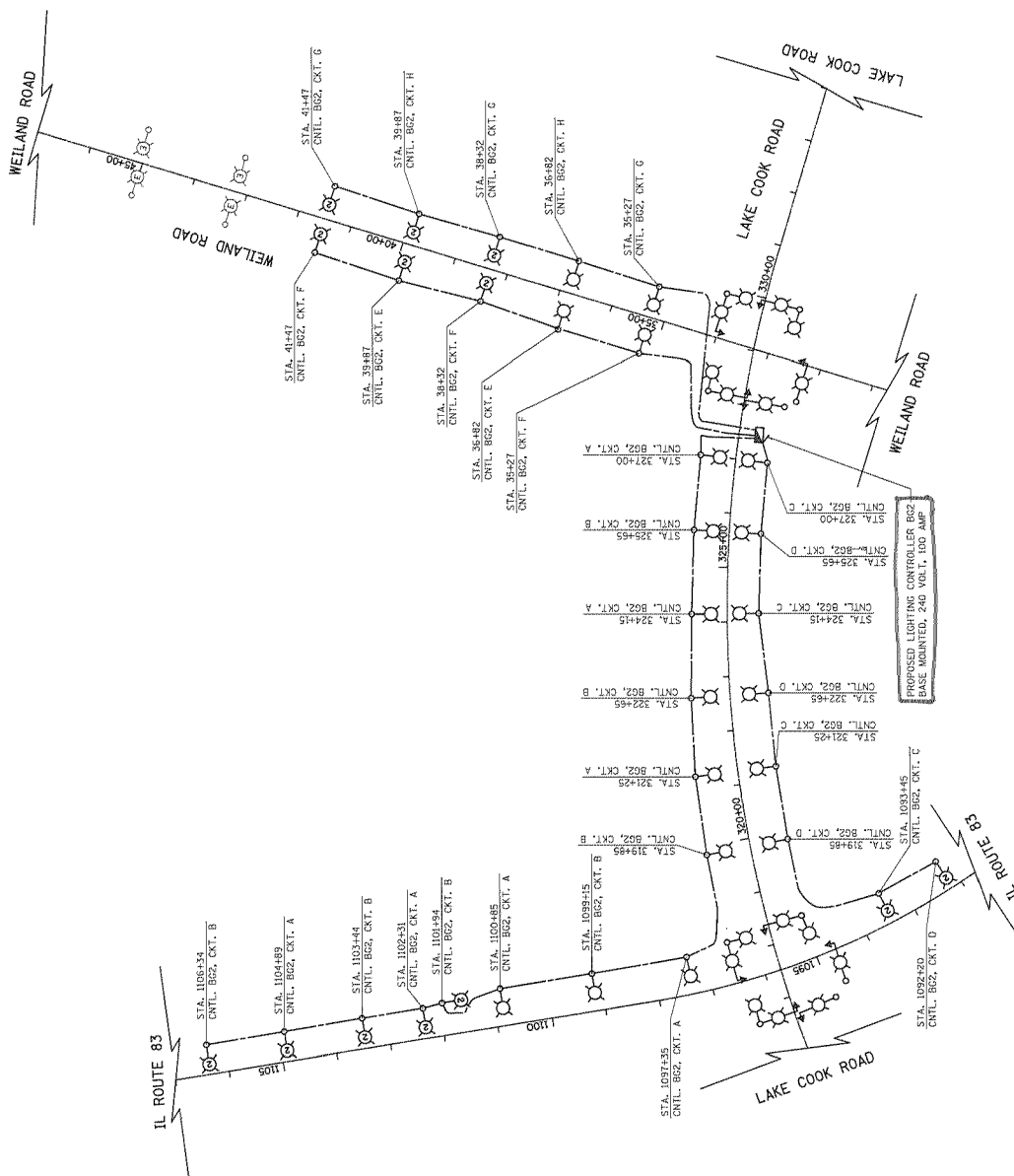
**PROPOSED UNIT DUCT
(SIZE AS SPECIFIED IN PLANS)**

**PROPOSED LIGHTING CONTROLLER,
(TYPE AS SPECIFIED IN PLANS)**

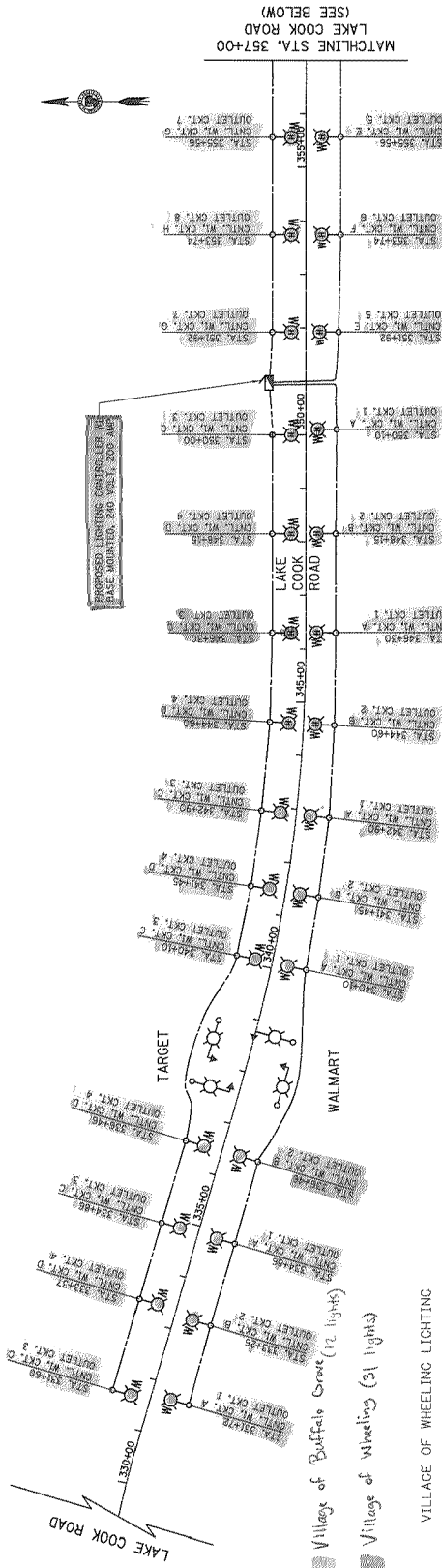
EXISTING LIGHTING UNIT (BUFFALO GROVE)

LUMINAIRE (L30 VARIO),
WEATHERING STEEL, 35 FT. W.H., 6 FT. MAST ARM

NOTE: COMBINATION LIGHTING AT INTERSECTION INCLUDED AS PART OF COOK COUNTY TRAFFIC SIGNAL CONTROLLER, ENERGY AND MAINTENANCE BY COOK COUNTY.



BUFFALO GROVE, IL.	COUNTY HIGHWAYS	AND
BEER INC., IL.	FISCAL YEAR:	2018
ASBESTOS REMEDIATION	ASSESSMENT AND	
PRIORITIES AND TOWNSHIP	SECTION:	13, 15, 17, 19, 20, 21P
		
COUNTY OF COOK DEPARTMENT OF TRANSPORTATION AND HIGHWAYS		
REVISIONS		
CONSULTED S.C.		
DRAWN S-C		
CHECKED J.M.		
DATE		

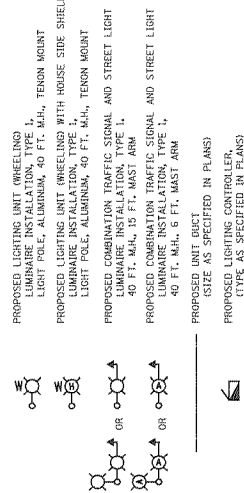


PROPOSED LIGHTING CONTROLLER W/ CIRCULOID TABLE									
RED CABLE	QUANTITY	AMP	KW @ 120V	BLACK CABLE	QUANTITY	AMP	KW @ 120V	AMP	KW @ 120V
A	6	6.9	0.83	A	6	6.9	0.83		
B	5	5.9	0.70	B	5	5.9	0.70		
C	6	6.9	0.83	C	6	6.9	0.83		
D	6	6.9	0.83	D	6	6.9	0.83		
E	6	6.9	0.83	E	6	6.9	0.83		
F	5	5.9	0.70	F	5	5.9	0.70		
G	5	5.9	0.70	G	5	5.9	0.70		
H	5	5.9	0.70	H	5	5.9	0.70		
I	6	12.0	1.44	I	5	10.0	1.20		
J	6	12.0	1.44	J	5	10.0	1.20		
K	6	12.0	1.44	K	5	10.0	1.20		
L	5	10.0	1.20	L	5	10.0	1.20		
TOTAL		95.7	11.51	TOTAL		88.7	10.78		

LUMINAIRE = LUMINAIRE INSTALLATION, TYPE 1 AT 240V (214 WATT) = 1.15 AMP
LUMINAIRE INSTALLATION, TYPE 2 AT 240V (133 WATT) = 0.60 AMP
OUTLET = 2.0 AMPS AT 120V

-Conduit/wiring repairs that fall between a BG and Wheeling pole will be shared 50/50.

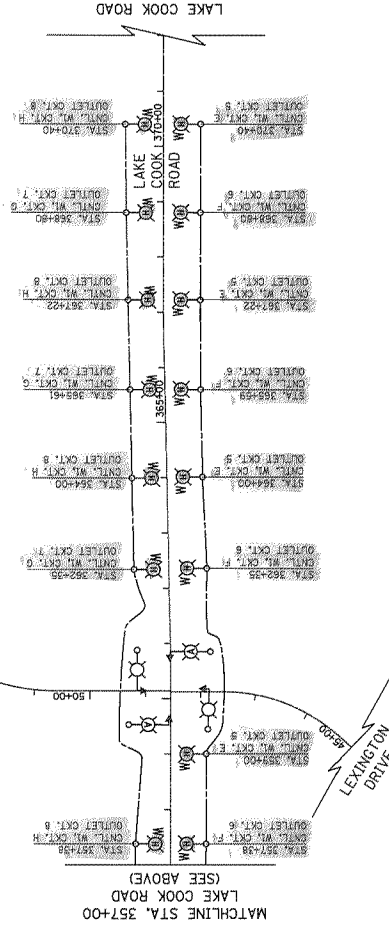
LEGEND



- Village of Buffalo Grove to contribute 28% of the electric bill for this system of lights
- Village of Wheeling to contribute 72% of the electric bill for this system of lights.

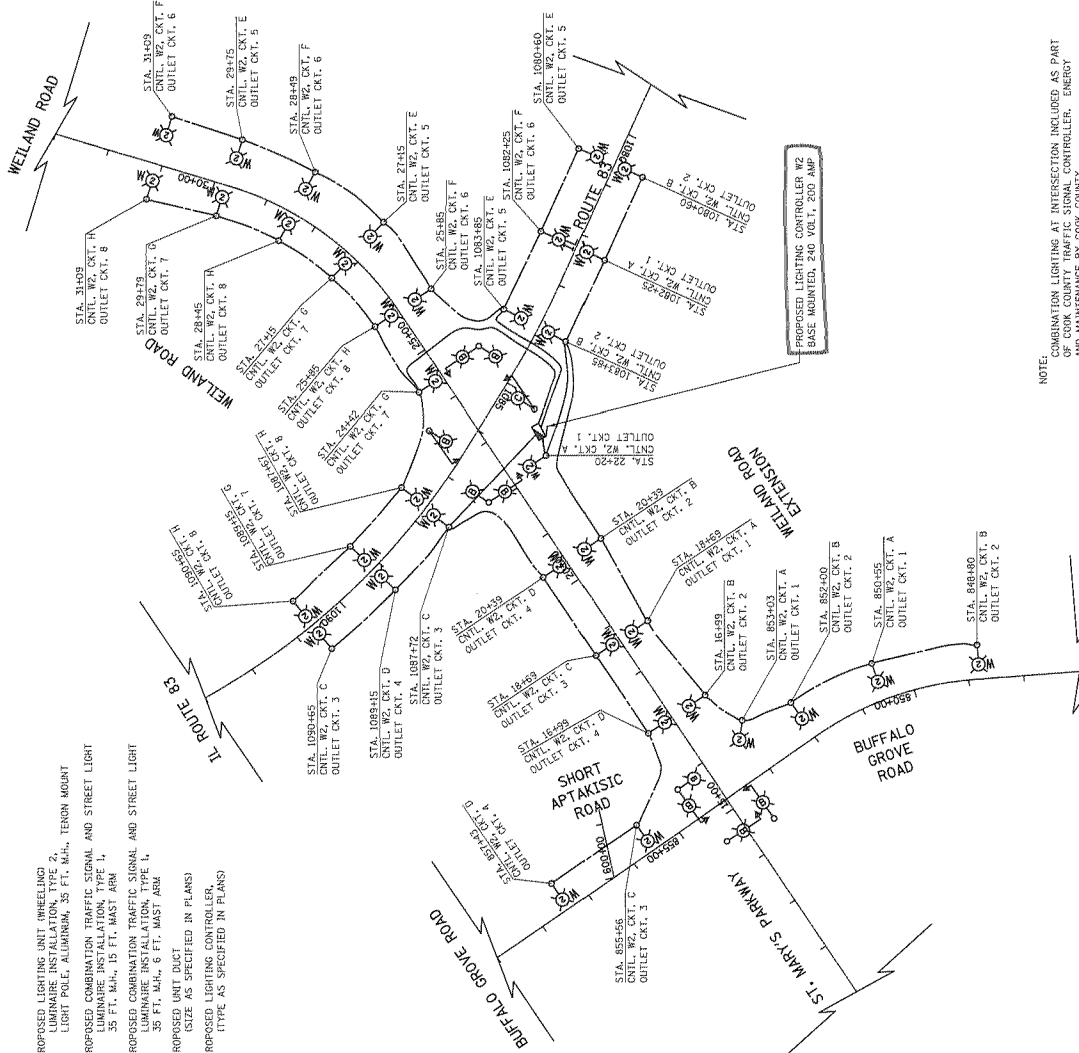
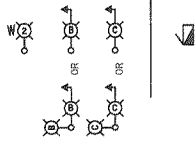
- NOTES:
1. PROPOSED STREET LIGHTING UNIT INCLUDING UNIT OUTLET AND CONDUIT ON THE NORTH SIDE OF LAKE COOK ROAD, EAST OF STA. 346+30, SHALL BE PAID FOR BY THE VILLAGE OF BUFFALO GROVE.
 2. COMBINATION LIGHTING AT INTERSECTION INCLUDED AS PART OF COOK COUNTY TRAFFIC SIGNAL CONTROLLER, ENERGY AND MAINTENANCE BY COOK COUNTY.

-Pink light poles are the responsibility of Buffalo Grove to maintain
-Green lights are the responsibility of Wheeling to maintain



COUNTY OF COOK		COUNTY OF COOK		COUNTY OF COOK	
DEPARTMENT OF TRANSPORTATION AND HIGHWAYS		DEPARTMENT OF TRANSPORTATION AND HIGHWAYS		DEPARTMENT OF TRANSPORTATION AND HIGHWAYS	
BUFFALO GROVE, IL		BUFFALO GROVE, IL		BUFFALO GROVE, IL	
FISCAL YEAR: 2018		FISCAL YEAR: 2018		FISCAL YEAR: 2018	
WHEELING TOWNSHIP		WHEELING TOWNSHIP		WHEELING TOWNSHIP	
SECTION: 12-45015-03-RP		SECTION: 12-45015-03-RP		SECTION: 12-45015-03-RP	
DATE: _____		DATE: _____		DATE: _____	
COMPLETED S.C.		COMPLETED S.C.		COMPLETED S.C.	
DRAWN: _____		DRAWN: _____		DRAWN: _____	
CHECKED: _____		CHECKED: _____		CHECKED: _____	
DATE: _____		DATE: _____		DATE: _____	
SCALE: _____		SCALE: _____		SCALE: _____	
LAKELAND ROAD - RAUPP BOULEVARD TO HASTINGS LANE		LAKELAND ROAD - RAUPP BOULEVARD TO HASTINGS LANE		LAKELAND ROAD - RAUPP BOULEVARD TO HASTINGS LANE	
LIGHTING PROPOSED WIRING DIAGRAM		LIGHTING PROPOSED WIRING DIAGRAM		LIGHTING PROPOSED WIRING DIAGRAM	

LEGEND



- Lighting Power is 100%
Village of Wheeling
- Pole Maintenance is 100%
Village of Wheeling

VILLAGE OF WHEELING LIGHTING

PROPOSED LIGHTING CONTROLLER W2									
CIRCUIT LOAD TABLE									
RED CABLE	QUANTITY	AMP	KW @ 120V	BLACK CABLE	QUANTITY	AMP	KW @ 120V	NEUTRAL CABLE	QUANTITY
A	5	3.0	0.36	A	5	3.0	0.36		
B	5	3.6	0.43	B	6	3.6	0.43		
C	4	2.4	0.29	C	4	2.4	0.29		
D	4	2.4	0.29	D	4	2.4	0.29		
E	4	2.4	0.29	E	4	2.4	0.29		
F	4	2.4	0.29	F	4	2.4	0.29		
G	4	2.4	0.29	G	4	2.4	0.29		
H	5	3.0	0.36	H	5	3.6	0.43		
I	5	10.0	1.20	I	6	12.0	1.44		
J	4	8.0	0.96	J	4	8.0	0.96		
K	4	8.0	0.96	K	4	8.0	0.96		
L	4	8.0	0.96	L	5	10.0	1.20		



**Ordinance No. O-2023-68 : Ordinance Authorizing the Purchase of
One 2022 Ford F-350 Service Body Crane Truck from Kunes Ford**

Recommendation of Action

Staff recommends approval

SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2022 Ford F-350 Service Body Crane Truck from Kunes Ford, in an amount not to exceed \$67,718.61.

ATTACHMENTS:

- PW Fleet Replacement Sewer Drainage Kunes Memo (DOCX)
- Kunes Ford Public Works Sewer Drainage Ordinance (DOCX)
- Kunes(PDF)

Trustee Liaison

Pike

Staff Contact

Jim Warnstedt, Public Works

Monday, May 15, 2023

**VILLAGE OF
BUFFALO GROVE**



DATE: April 26, 2023
 TO: Dane Bragg, Village Manager
 FROM: Josh Wallace, Fleet Manager
 RE: Public Works Fleet Replacement – Sewer & Drainage Section

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2022 Ford F-350 Service Body Crane Truck from Kunes Ford, in an amount not to exceed \$67,718.61.

Background Information

The approved FY23 budget includes the replacement for unit 453, with a budgeted amount of \$100,000 which includes all necessary upfitting. Vehicle 453 is currently assigned to the Sewer & Drainage Section.

Unit 453 is a 2008 Ford F-350 service body crane truck, with a budgeted replacement cost of \$100,000. The replacement unit is a 2022 Ford F-350 service body crane truck, with a cost of \$67,718.61 and up to \$32,281.39 to upfit, for a total cost not to exceed \$100,000. Unit 453 is the primary service truck for the Sewer & Drainage Section. It carries the tools and equipment needed to make repairs pertaining to the village's storm sewer system which consists of over 7,000 structures, 150 miles of pipe, and over 12 miles of creeks and ditches. This vehicle is also the primary response vehicle pertaining to flooding. During times of heavy downpours or localized flooding, this truck is utilized to transport pumps and equipment needed to clear roads and properties of standing water. As the Sewer & Drainage Section works together, this truck and its crane are frequently used to provide heavy lifting capabilities for pumps and manholes throughout the Village of Buffalo Grove.

Currently the odometer on unit 453 is showing 84,702 miles. This unit is still in regular service and nearing the end of its useful life.

If the replacement vehicle is approved, staff would place unit 453 at auction for asset recovery when the replacement vehicle is delivered.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE 2022 FORD F-350 SERVICE BODY CRANE TRUCK
FROM KUNES FORD**

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

WHEREAS, the Village of Buffalo Grove Department of Public Works requires the replacement of one Ford F-350 Truck; and

WHEREAS, the Village Board has waived competitive bidding due to the absence of a state contract.

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

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

SECTION 2. The Village Board has waived competitive bidding and authorized the Village Manager to purchase one (1) 2022 Ford F-350 Service Body Crane Truck from Kunes Ford, in an amount not to exceed \$67,718.61.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



BILL OF SALE

Salesperson: Tony Walus

Purchaser:	Village of Buffalo Grove	Phone:	(847) 459-2547
Co-Purchaser:		Phone:	
Street Address:	51 Raupp Blvd		
City:	Buffalo Grove	State:	IL
Zip Code:	60089	County:	Lake
Email Address:	mreynolds@vbg.org		

☐ New ☐ Used Stock #: 29T910

Date of Order: 04/18/2023

☐ Finance ☐ Cash ☐ Lease

Anticipated Delivery Date: 04/18/2023

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2022	Ford	Super Duty F-350 SRW	Oxford White	5	1FD7X3B60NEG37330
Trade In						
2nd Trade						

Other Conditions of Sale:

☐ THE ORDERED VEHICLE MUST BE LOCATED

Mileage on Delivery will not exceed: _____
 Desired trim, options, and color configuration agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.

The appraisal of the trade in(s) is based on an odometer reading of up to _____ miles, and the trade in may be reappraised if it exceeds this limit.

No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.
USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."
NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.

MSRP/Retail Price:	\$	\$71,876.00
Discount:	(\$	\$4,997.00)
Trade Allowance:	(\$	\$0.00)
Rebates:	(\$	)
Cash Difference:	\$	\$66,879.00
Dealer Added Options:		
Transfer Fee	\$	\$300.00
	\$	
	\$	
	\$	
	\$	
Subtotal w/ Added Options:	\$	\$67,179.00
Dealer Service Fee:	\$	\$347.26
State E-File Fee:	\$	\$0.35
Sales Tax (%Tax Rate):	\$	\$0.00
Title/License Fees:	\$	\$192.00
Payoff:	\$	\$0.00
Total:	\$	\$67,718.61
Deposit on Order:	(\$	)
Additional Cash Down Due:	(\$	\$0.00)
Amount Financed/Due:	\$	\$67,718.61

Purchaser Signature:		Date Signed:	04/18/2023	Time Signed:	09:55 AM	AM
Co-Purchaser Signature:		Date Signed:	04/18/2023	Time Signed:	09:55 AM	AM
Dealer Signature		Date Signed:	04/18/2023	Time Signed:	09:55 AM	AM



**Ordinance No. O-2023-69 : Ordinance Authorizing the Purchase of
Three 2024 Ford F-750 Plow Trucks from Bonnell Industries**

Recommendation of Action

Staff recommends approval.

The approved FY23 budget includes the replacement purchases for three (3) Public Works plow trucks; units 428, 426 and 424. These plow trucks are all 2007 International trucks with Bonnell upfits for snowplows, salt spreaders and liquid systems. These trucks have all served as front line winter maintenance vehicles for 15 full seasons. Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase three (3) 2024 Ford F-750 Plow Trucks from Bonnell Industries. The upfit for these three (3) trucks are through Bonnell's Sourcewell Contract #155877. The purchase amount for all three trucks is not to exceed \$761,885.43.

ATTACHMENTS:

- PW Plow Trucks 2024 Bonnell Industries Board Memo (DOCX)
- Bonnell Industries Public Works Plow Trucks Ordinance (DOCX)
- 2024 F-750 1 (PDF)
- 2024 F-750 2 (PDF)
- 2024 F-750 3 (PDF)

Trustee Liaison

Pike

Staff Contact

Jim Warnstedt, Public Works

Monday, May 15, 2023

**VILLAGE OF
BUFFALO GROVE**



DATE: May 8, 2023
 TO: Dane Bragg, Village Manager
 FROM: Bryan Beitzel, Maintenance Superintendent
 RE: Public Works Fleet Replacements – Plow Trucks

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase three (3) 2024 Ford F-750 Plow Trucks from Bonnell Industries. The upfit for these three (3) trucks are through Bonnell's Sourcewell Contract #155877. The purchase amount for all three trucks is not to exceed \$761,885.43.

Background Information

The approved FY23 budget includes the replacement purchases for three (3) Public Works plow trucks; units 428, 426 and 424. These plow trucks are all 2007 International trucks with Bonnell upfits for snowplows, salt spreaders and liquid systems. These trucks have all served as front line winter maintenance vehicles for 15 full seasons.

The new units would be fitted with the same snowplow configuration and controls as the current units, with expanded liquid tanks for increased liquid capability and road salt reduction.

The approved FY23 funding for these replacements includes the full replacement amount of \$280,000.00 for unit 428 in 2023. The approved FY23 funding for units 426 and 424 includes \$312,000.00 (\$156,000.00 each) for the first of two payments, with the anticipated balance of \$248,000.00 (\$124,000.00 each) included and paid as part of the FY24 budget.

Overall, staff anticipated the total replacement cost for these three (3) units over FY23 and FY24 would be \$840,000.00. At a not to exceed cost of \$761,885.43 the Village will see a total savings of \$78,114.57 versus the anticipated budget amount.

Staggered Fiscal Year budgeting was planned based on limited availability of chassis in the current market, and the belief that final delivery of units 426 & 424 would not take place in 2023.

As chassis availability continues to be a struggle within the industry, the timeline for these three (3) units has possibly been accelerated due to open spaces on the build line per Bonnell and could result in the final completion and delivery before the end of 2023.

Based on the availability of these three (3) suitable chassis, and the uncertainty of other suitable chassis for the remainder of 2023 and 2024, it is the recommendation of staff to approve this purchase request and move forward with the possible accelerated build and

delivery of these 3 plow trucks. The FY24 Fleet Replacement request would be reduced by the same amount of additional funds requested for FY23.

If the replacement vehicles are approved, staff would place units 428, 426 and 424 at auction for asset recovery when the replacement vehicles are delivered.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE 2024 FORD F-750 PLOW TRUCKS FROM BONNELL INDUSTRIES

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

WHEREAS, the Village of Buffalo Grove Department of Public Works requires the replacement of three International Plow Trucks; and

WHEREAS, the Village Board has waived competitive bidding due to the absence of a state contract.

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

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

SECTION 2. The Village Board has waived competitive bidding and authorized the Village Manager to purchase three (3) 2024 Ford F-750 Plow Trucks from Bonnell Industries, in an amount not to exceed \$761,885.43.

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 not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



BONNELL
INDUSTRIES INC
TRUCK & ROAD EQUIPMENT

Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0168322
Quote Date: 5/4/2023
Sourcewell ID: 68648

Bill To: 4592545
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD
BUFFALO GROVE, IL 60089-2138

Ship To: 01
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD
CENTRAL GARAGE
BUFFALO GROVE, IL 60089

Phone: (847) 459-2545 Fax: (847) 537-1742 apfinance@vbg.org

Phone:
Fax:

Confirm To: JOSH WALLACE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	6/5/2023

Ordered	Unit	Item Number
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1.00	EACH	TRUCK PACKAGE
------	------	---------------

SOURCEWELL # 155877 COMPLETE SNOW FIGHTER PACKAGE "ULTIMATE LEVEL"
SINGLE AXLE CLASS

\$135,451.95

APPLICATION: ONE NEW FORD F750 SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH
AN 84" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO
PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED
CONNECTION POINT.
FACTORY FRAME EXTENSIONS ARE NOT REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- COMMANDER MULTI PURPOSE BODY
- CAB SHIELD INSTALLED ON BODY
- ELECTRIC TARP SYSTEM
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- UNDER TAILGATE SPEADER
- PREWET SYSTEM, (MOUNTED ON TUB BODY)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- VIBRATOR INSTALLED (NEW VIBRATOR)
- POLY FULL COVER FENDERS MANUFACTURED BY MINIMIZER
- FENDER BRACKET MAT'L: STAINLESS
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	CHASSIS 2024 FORD F-750 DIESEL CAB AND CHASSIS WITH 84" CAB TO AXLE MEASUREMENT PAINTED WHITE
1.00	EACH	COMMANDER
1.00	EACH	NNR-10-S2 10'-0" Bonnell Commander Body Base Unit. Tub Body design with no conveyor assembly. Body to

Attachment: 2024 F-750 1 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)

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			be fabricated of 201 Stainless Steel. Sides, bulkhead, corner posts and tailgate are of 7 gauge material. Long sills are of 1/4" material and are boxed for strength. 2-1/2" schedule 40 stainless steel pipe cross members. Stainless steel corner posts. Long sills have a 4" x 6" opening to accommodate pre-wet plumbing and wiring. Body is welded solid with no skip welding. Body includes a 6 panel air operated tailgate powered by two double acting air cylinders located inside the rear corner posts. The tailgate linkage and trip rods are stainless steel and the trip rods ride in greasable non corrosive bearings. Body includes manifold grease system and Body Props. Stainless Steel Bodies are Chemically Cleaned and Passivated. Paint Options are listed below if Applicable.
1.00	EACH	C10100	4.5" Bore x 3 Stage Double Acting Trunnion Hoist.
1.00	EACH	C10160	Lower Trunnion Frame for 9' - 11' Bodies.
1.00	EACH	C10190	Rear Hinge Assembly for All Bodies.
1.00	EACH	C10550	10' Stainless Steel Painted any Custom Color Applied in a Single Stage Operation.--TO MATCH CAB
1.00	EACH	C10840	201 Stainless Steel Tank Brackets for 300 Gallon Poly Pre-Wet Tanks. (Installed) (Note- Tanks are not Included in this Kit. See Prewet System for Tank and Plumbing Price.)
1.00	EACH	C10900	Two 700 Series Whelen Light Boxes in each Corner Post.
1.00	EACH	C10920	304 Stainless Steel Ladder. (Installed)
1.00	EACH	C10931	Vibrator Bracket for a Stainless Body. (Installed)
1.00	EACH	C10936	Stainless Steel Mud Flap Brackets. (Installed)
1.00	EACH	C10940	8" Removable 201 Stainless Steel Rear Spill Pan. (Installed)

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Ordered	Unit	Item Number
1.00	EACH	C11112 201 Stainless Steel Side Boards for a 10' Body. (Installed)
1.00	EACH	C11530 Stainless Steel Tailgate Chains
1.00	EACH	CAB SHIELD . CONFIGURED AS FOLLOWS: *MATERIAL IS TO BE 201 STAINLESS STEEL. *PAN WIDTH- 18". *WIDTH- DETERMINED. *HEIGHT TO BE DETERMINED TO BOTTOM OF PAN. *DOUBLE 600 SERIES OR M6 LIGHT BRACKETS. **LIGHTING CODE: 11311
1.00	EACH	HYDRAULIC SYSTEM - PTO: CHELSEA 249 SERIES - ADD-A-FOLD HYDRAULIC VALVE TO OPERATE: HOIST, PLOW, SCRAPER, PREWET, AUGER, SPINNER - "FORCE" ULTRA CONTROL ARM - "FORCE" 6100 GEN5 SPREADER CONTROLLER - "FORCE" VT35 LOW PROFILE STAINLESS STEEL TANK AND LID - LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM - EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER - BRASS QUICK COUPLERS - CLOSED LOOP PREWET CABLE - CLOSED LOOP GRANULAR SENSOR - BONNELL CONSOLE FOR ULTRA CONTROLLER ARM
	EACH	*NOTE THIS HYDRAULIC SYSTEM IS QUOTED WITH THE NEWLY DESIGNED CHELSEA 810 SERIES PTO TO BE USED WITH THE TXV92 HYDRAULIC PUMP IF FOR SOME REASON THIS SYSTEM WILL NOT FIT PROPERLY THEN THE HYDRAULIC SYSTEM WILL USE THE CHELSEA 210 SERIES PTO / PUMP COMBINATION WITH THE PRICE ADJUSTED ACCORDINGLY
1.00	EACH	ELECTRICAL

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- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS
- DATA SHEET REQUIRED
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES
- ELECTRIC BRAKE CONTROLLER INSTALLED

CAB ROOF LIGHTING AND ACCESSORIES

- WHELEN 17M IDOT LIGHT BAR AS FOLLOWS:
 - * FOUR CORNER FLASHERS
 - * FOUR FRONT FACING FLASHERS
 - * 2 FRONT FACING SCENE LIGHTS

PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON PLOW HITCH MOUNTED BRACKETS

BODY LIGHTING

- ONE PAIR WHE-70BTT 700 SERIES STT IN REAR POSTS
- ONE PAIR WHE-70C00WCR BACKUP LIGHTS IN REAR POSTS
- ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH
- ONE CENTER WHE-60C00WCR BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER
- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON CURB SIDE AIMED REARWARD
- LIGHTS ON SEPARATE SWITCHES
- ONE ABL SCRAPER WORK LIGHT MOUNTED TO CHASSIS

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Ordered	Unit	Item Number
		FEDERAL THREE CAMERA SYSTEM
		- 1ST CAMERA MOUNTED ON L/H CORNER POST-AIM @ SPREADER
		- 2ND CAMERA MOUNTED ON CAB SHIELD-AIMED INTO BOX
		- 3RD CAMERA MOUNTED ON STEP-AIMED AT WING
		- CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY
1.00	EACH	REAR HITCH
		CONFIGURED AS FOLLOWS: YES
		- REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW
		- 3/4" CARBON STEEL PLATE
		- 16K K300 (2-5/16" BALL) MULTI HITCH-DIRECT MOUNTED
		- STD PINTLE MTG HEIGHT
		- TRAILER PLUG: 7 ROUND PIN (FACTORY)
		- CUTOUTS FOR 600/600 SERIES REAR LIGHTS
		- 5/8" CARBON STEEL D-RINGS
1.00	EACH	PLOW HITCH
		HITCH FOR SNOW PLOW
		PLOW HITCH FOR A FORD F650/F750 2016 & UP INSTALLED ON NEW TRUCK PACKAGE
1.00	EACH	HFF-JQX
		Heavy Front Frame Side Plate Hitch with JQX Ultra-Low Profile Front Frame and Offset Lift Arm. (QAC Drop Pin Receiver with built in Two Pin Hookup.)
1.00	EACH	H10130
		4in X 6in Double Acting Cylinder
1.00	EACH	H10190
		Telescopic Lift Arm in Lieu of Rigid Lift Arm
1.00	EACH	H10310
		Stainless Hood Mounted Light Brackets. (Side of Hood)
1.00	EACH	H10421
		Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)
1.00	EACH	PLOW
		CONFIGURED AS FOLLOWS: YES
		PAINTED: BLACK POLYURETHANE ENAMEL
		NO EXTRA RIBS EXTRA RIBS
1.00	EACH	12SP36TT1
		Base Model 12SP36TT1

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Ordered	Unit	Item Number	
			Straight Snow Plow With 3/8" Polyethylene Front Sheet 12'-0" Cutting Edge X 36" Straight Height Torsion Trip Cutting Edge (4) 3/4" Round Wire Trip Springs Heavy Duty Tubular Table/A-Frame Assembly (2) 4X12 Reversing Cylinders (5) Table To Moldboard Hookup Points
1.00	EACH	P10130	Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)
1.00	EACH	P10260	QL-Quick Link swivel bar (plow section installed) (Flink Style and Penn Dot)
1.00	EACH	P10400	3/4" Bottom Angle (ILO Standard)-Moldboard Weldment Angle
1.00	EACH	P10401	3/4" Bottom Angle (ILO Standard) Trip Edge Angle (for trip edge plows)
1.00	EACH	P10410	Cove cut on on curb side end of moldboard
1.00	EACH	P10425	3/8" x 12" Rubber flap kit installed
1.00	EACH	P10465	Plow stand - installed (to hold hook up point @ desired height when detached)
1.00	EACH	P10470	36" Blaze orange markers
1.00	EACH	P10528	PolarFLEX Carbide Cutting Edge System, Direct Mount. (Installed on plow)
1.00	EACH	P10556	1/2" Stucci Brass Quick Couplers installed (one set/per plow)
1.00	EACH	P10626	5/8" x 8" Carbide Universal 3-Bolt Bull Nose Curb Shoe (Installed on Right end of Plow)

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Ordered	Unit	Item Number	
1.00	EACH	P10627	5/8" x 8" Carbide Universal 3-Bolt Bull Nose Curb Shoe (Installed on Left end of Plow)
1.00	EACH	SCRAPER	
			CONFIGURED AS FOLLOWS: YES
1.00	EACH	UBS120-FPD-HD	10' UNDERBODY SCRAPER FIXED ONE-WAY, POWER DOWN, HEAVY DUTY VERSION
			MOLDBOARD IS 1" THICK X 20" TALL X 10" LONG. SCRAPER HAS (1)-3" X 10" WITH A 7/8" X 6" X 18-1/2" CUSHION SPRING SCRAPER MAY BE FIX MOUNTED FROM 35-45 DEGREES AND DISCHARGE TO THE RIGHT OR LEFT INCLUDES (3) 2-3/8" SOLID BAR MOUNTING SUPPORTS UNITS ARE SAND BLASTED, PRIMED AND PAINTED WITH BLACK POLYURETHANE PAINT
1.00	EACH	S10100	NO HOSES OR RELIEF VALVE INCLUDED Carbide cutting edges installed in lieu of standard 3/4" x 6" CSB edges. (price is per foot)
1.00	EACH	S10120	5/8" x 6" Carbide Bullnose Curb shoes installed. (Price is per pair)
1.00	EACH	PREWET SYSTEM	
			BONNELL CONFIGURED PREWET SYSTEM CONFIGURED AS FOLLOWS: YES - PREWET SYSTEM TO FIT A 10' LONG BODY, CONFIGURED AS FOLLOWS:
1.00	EACH	COM-300P-2-150	Commander Body Prewet System with two 150 Gallon Poly Tanks, Stainless Steel Tank Brackets, and 1-1/2in Plumbing.
1.00	EACH	L10120	Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes an IP68 Wire Connection for Feedback Signal.
1.00	EACH	L10315	2in Male Quick Fill Kit Installed.
1.00	EACH	L10320	1-1/2in Cross Fill Kit (in addition to standard Plumbing Kit) Installed.
1.00	EACH	L10327	

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			Automatic 3-Way Valve in lieu of in line check valve. (Used on 6100 controllers only) Installed.
1.00	EACH	L10370	Delux Two Tank Vent Kit for Commander Bodies. (Vents into Body Through Front Board Pockets)
1.00	EACH	L10410	Installation Charge for Two Tank Commander and V-box systems.
1.00	EACH	UT SPREADER	
			CONFIGURED AS FOLLOWS: YES - UNDER TAILGATE SPREADER PAINTED YELLOW, CONFIGURED AS FOLLOWS:
1.00	EACH	U696-DD-S2	Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified
1.00	EACH	U10100	Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger
1.00	EACH	U10200	Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor
1.00	EACH	U10311	Short Hose Kit for Bonnell Installations. Comes With Two Spinner Hoses, Two Drive Hoses, And Quick Disconnects.
1.00	EACH	U10312	Brass Quick Couplers ILO Steel
1.00	EACH	U10369	Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install these)
1.00	EACH	U10390	72" Spray Bar Installed In Spreader Body
1.00	EACH	U10395	Paint Stainless Steel Spreader Standard Color.

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1.00	EACH	CUSTOMIZATION
1.00	EACH	/SOURCEWELL SOURCE GOODS ADJ ALL ITEMS LISTED BELOW ARE OPEN PURCHASED REQUESTS (SOURCED GOODS) BY THE CUSTOMER TO ADD TOO,DELETE OR REPLACE ITEMS ON #155877 SINGLE AXLE CLASS "ULTIMATE" SNOW FIGHTER PACKAGE \$117,759.86 - COMMANDER NNR-10-S2 10' DUMP BODY ILO COMMANDER MTR-10-S2 10' MULTI-PURPOSE BODY - A HFF-JQLX PLOW HITCH ILO A HFF-QX PLOW HITCH - A 12SP36TT1 12' SNOW PLOW ILO 11ST42MX1 11' SNOW PLOW - A UBS120-FPD-HD 10' FIXED UNDERBODY SCRAPER - A VT35 LOW PRO STAINLESS HYDRAULIC TANK ILO A VT35 STAINLESS STANDARD HYDRAULIC TANK - WHELEN 17M LIGHT BAR SYSTEM ILO THE STANDARD WARNING LIGHT SYSTEM - REAR HITCH WITH A KERNS 300 COMBINATION PINTLE/BALL HITCH ILO THE STANDARD PH30 PINTLE HITCH /PROCESSING Processing Fee /TITLE TITLE PROCESSING /LICENSE FEE LICENSE PLATE FEES EACH /OPTION OPTION TO REPAINT THE CHASSIS CAB YELLOW ADD \$6,500.0

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- 15% RESTOCKING FEE ON RETURNED ITEMS
- THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.
- SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE OF THIS QUOTE AND AGREEANCE THE QUOTE IS A BINDING COMMITMENT.
- SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE NO CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED A SEPARATELY SCHEDULED TIME FRAME.

AUTHORIZED APPROVAL CONTACT NAME (PRINTED): _____

AUTHORIZED APPROVAL CONTACT (SIGNATURE): _____

APPROVAL DATE: _____

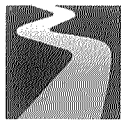
0008 Matt Hazelwood

CUSTOMER PO NUMBER: _____

Net Order:	253,961.8
Less Discount:	0.0
Freight:	0.0
Sales Tax:	0.0
Quote Total	253,961.8

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Ordered	Unit	Item Number
1.00	EACH	TRUCK PACKAGE

SOURCEWELL # 155877 COMPLETE SNOW FIGHTER PACKAGE "ULTIMATE LEVEL"
SINGLE AXLE CLASS

\$135,451.95

APPLICATION: ONE NEW FORD F750 SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH
AN 84" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO
PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED
CONNECTION POINT.
FACTORY FRAME EXTENSIONS ARE NOT REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- COMMANDER MULTI PURPOSE BODY
- CAB SHIELD INSTALLED ON BODY
- ELECTRIC TARP SYSTEM
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- UNDER TAILGATE SPEADER
- PREWET SYSTEM, (MOUNTED ON TUB BODY)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- VIBRATOR INSTALLED (NEW VIBRATOR)
- POLY FULL COVER FENDERS MANUFACTURED BY MINIMIZER
- FENDER BRACKET MAT'L: STAINLESS
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	CHASSIS 2024 FORD F-750 DIESEL CAB AND CHASSIS WITH 84" CAB TO AXLE MEASUREMENT PAINTED WHITE
1.00	EACH	COMMANDER
1.00	EACH	NNR-10-S2 10'-0" Bonnell Commander Body Base Unit. Tub Body design with no conveyor assembly. Body to

Attachment: 2024 F-750 2 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0168321
Quote Date: 5/4/2023
Sourcewell ID: 68648

Bill To: 4592545
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD
BUFFALO GROVE, IL 60089-2138

Ship To: 01
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD
CENTRAL GARAGE
BUFFALO GROVE, IL 60089

Phone: (847) 459-2545 Fax: (847) 537-1742 apfinance@vbg.org

Phone:
Fax:

Confirm To: JOSH WALLACE

Comment:

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---------	------	-------------

be fabricated of 201 Stainless Steel.
Sides, bulkhead, corner posts and tailgate are of 7 gauge material. Long sills are of 1/4" material and are boxed for strength. 2-1/2" schedule 40 stainless steel pipe cross members. Stainless steel corner posts. Long sills have a 4" x 6" opening to accommodate pre-wet plumbing and wiring. Body is welded solid with no skip welding. Body includes a 6 panel air operated tailgate powered by two double acting air cylinders located inside the rear corner posts. The tailgate linkage and trip rods are stainless steel and the trip rods ride in greasable non corrosive bearings. Body includes manifold grease system and Body Props.
Stainless Steel Bodies are Chemically Cleaned and Passivated.
Paint Options are listed below if Applicable.

1.00	EACH	C10100	4.5" Bore x 3 Stage Double Acting Trunnion Hoist.
------	------	--------	---

1.00	EACH	C10160	Lower Trunnion Frame for 9' - 11' Bodies.
------	------	--------	---

1.00	EACH	C10190	Rear Hinge Assembly for All Bodies.
------	------	--------	-------------------------------------

1.00	EACH	C10550	10' Stainless Steel Painted any Custom Color Applied in a Single Stage Operation.--TO MATCH CAB
------	------	--------	---

1.00	EACH	C10840	201 Stainless Steel Tank Brackets for 300 Gallon Poly Pre-Wet Tanks. (Installed) (Note- Tanks are not Included in this Kit. See Prewet System for Tank and Plumbing Price.)
------	------	--------	---

1.00	EACH	C10900	Two 700 Series Whelen Light Boxes in each Corner Post.
------	------	--------	--

1.00	EACH	C10920	304 Stainless Steel Ladder. (Installed)
------	------	--------	---

1.00	EACH	C10931	Vibrator Bracket for a Stainless Body. (Installed)
------	------	--------	--

1.00	EACH	C10936	Stainless Steel Mud Flap Brackets. (Installed)
------	------	--------	--

1.00	EACH	C10940	8" Removable 201 Stainless Steel Rear Spill Pan. (Installed)
------	------	--------	--

Attachment: 2024 F-750 2 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



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---------	------	-------------

1.00	EACH	C11112 201 Stainless Steel Side Boards for a 10' Body. (Installed)
------	------	--

1.00	EACH	C11530 Stainless Steel Tailgate Chains
------	------	--

1.00	EACH	CAB SHIELD
------	------	-------------------

CONFIGURED AS FOLLOWS:

*MATERIAL IS TO BE 201 STAINLESS STEEL.
*PAN WIDTH- 18".
*WIDTH- DETERMINED.
*HEIGHT TO BE DETERMINED TO BOTTOM OF PAN.
*DOUBLE 600 SERIES OR M6 LIGHT BRACKETS.
**LIGHTING CODE: 11311

1.00	EACH	HYDRAULIC SYSTEM
------	------	-------------------------

- PTO: CHELSEA 249 SERIES
- ADD-A-FOLD HYDRAULIC VALVE TO OPERATE:
HOIST, PLOW, SCRAPER, PREWET, AUGER, SPINNER
- "FORCE" ULTRA CONTROL ARM
- "FORCE" 6100 GEN5 SPREADER CONTROLLER
- "FORCE" VT35 LOW PROFILE STAINLESS STEEL TANK AND LID
- LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM
- EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER
- BRASS QUICK COUPLERS
- CLOSED LOOP PREWET CABLE
- CLOSED LOOP GRANULAR SENSOR

- BONNELL CONSOLE FOR ULTRA CONTROLLER ARM

EACH ***NOTE**

THIS HYDRAULIC SYSTEM IS QUOTED WITH THE NEWLY DESIGNED CHELSEA 810 SERIES PTO TO BE USED WITH THE TXV92 HYDRAULIC PUMP
IF FOR SOME REASON THIS SYSTEM WILL NOT FIT PROPERLY THEN THE HYDRAULIC SYSTEM WILL USE THE CHELSEA 210 SERIES PTO / PUMP COMBINATION WITH THE PRICE ADJUSTED ACCORDINGLY

1.00	EACH	ELECTRICAL
------	------	-------------------

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- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS
- DATA SHEET REQUIRED
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES
- ELECTRIC BRAKE CONTROLLER INSTALLED

CAB ROOF LIGHTING AND ACCESSORIES

- WHELEN 17M IDOT LIGHT BAR AS FOLLOWS:
 - * FOUR CORNER FLASHERS
 - * TWO FRONT FACING FLASHERS
 - * 2 FRONT FACING SCENE LIGHTS

PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON PLOW HITCH MOUNTED BRACKETS

BODY LIGHTING

- ONE PAIR WHE-70BTT 700 SERIES STT IN REAR POSTS
- ONE PAIR WHE-70C00WCR BACKUP LIGHTS IN REAR POSTS
- ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH
- ONE CENTER WHE-60C00WCR BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER
- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON CURB SIDE AIMED REARWARD
- LIGHTS ON SEPARATE SWITCHES
- ONE ABL SCRAPER WORK LIGHT MOUNTED TO CHASSIS

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9.A.d

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FEDERAL THREE CAMERA SYSTEM

- 1ST CAMERA MOUNTED ON L/H CORNER POST-AIM @ SPREADER
- 2ND CAMERA MOUNTED ON CAB SHIELD-AIMED INTO BOX
- 3RD CAMERA MOUNTED ON STEP-AIMED AT WING
- CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY

1.00 EACH REAR HITCH

CONFIGURED AS FOLLOWS: YES

- REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW
- 3/4" CARBON STEEL PLATE
- 16K K300 (2-5/16" BALL) MULTI HITCH-DIRECT MOUNTED
- STD PINTLE MTG HEIGHT
- TRAILER PLUG: 7 ROUND PIN (FACTORY)
- CUTOUPS FOR 600/600 SERIES REAR LIGHTS
- 5/8" CARBON STEEL D-RINGS

1.00 EACH PLOW HITCH

HITCH FOR SNOW PLOW

PLOW HITCH FOR A FORD F650/F750 2016 & UP INSTALLED ON NEW TRUCK PACKAGE

1.00 EACH HFF-JQX

Heavy Front Frame Side Plate Hitch with JQX Ultra-Low Profile Front Frame and Offset Lift Arm.
(QAC Drop Pin Receiver with built in Two Pin Hookup.)

1.00 EACH H10130

4in X 6in Double Acting Cylinder

1.00 EACH H10190

Telescopic Lift Arm in Lieu of Rigid Lift Arm

1.00 EACH H10310

Stainless Hood Mounted Light Brackets. (Side of Hood)

1.00 EACH H10421

Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)

1.00 EACH PLOW

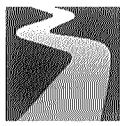
CONFIGURED AS FOLLOWS: YES

- PAINTED: BLACK POLYURETHANE ENAMEL
- NO EXTRA RIBS EXTRA RIBS

1.00 EACH 12SP36TT1

Base Model 12SP36TT1

Attachment: 2024 F-750 2 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



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Page 6 **9.A.d**

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Ordered	Unit	Item Number	
1.00	EACH	P10130	Straight Snow Plow With 3/8" Polyethylene Front Sheet 12'-0" Cutting Edge X 36" Straight Height Torsion Trip Cutting Edge (4) 3/4" Round Wire Trip Springs Heavy Duty Tubular Table/A-Frame Assembly (2) 4X12 Reversing Cylinders (5) Table To Moldboard Hookup Points Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)
1.00	EACH	P10260	QL-Quick Link swivel bar (plow section installed) (Flink Style and Penn Dot)
1.00	EACH	P10400	3/4" Bottom Angle (ILO Standard)-Moldboard Weldment Angle
1.00	EACH	P10401	3/4" Bottom Angle (ILO Standard) Trip Edge Angle (for trip edge plows)
1.00	EACH	P10410	Cove cut on on curb side end of moldboard
1.00	EACH	P10425	3/8" x 12" Rubber flap kit installed
1.00	EACH	P10465	Plow stand - installed (to hold hook up point @ desired height when detached)
1.00	EACH	P10470	36" Blaze orange markers
1.00	EACH	P10528	PolarFLEX Carbide Cutting Edge System, Direct Mount. (Installed on plow)
1.00	EACH	P10556	1/2" Stucci Brass Quick Couplers installed (one set/per plow)
1.00	EACH	P10626	5/8" x 8" Carbide Universal 3-Bolt Bull Nose Curb Shoe (Installed on Right end of Plow)

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Ordered	Unit	Item Number	
1.00	EACH	P10627	5/8" x 8" Carbide Universal 3-Bolt Bull Nose Curb Shoe (Installed on Left end of Plow)
1.00	EACH	SCRAPER	
			CONFIGURED AS FOLLOWS: YES
1.00	EACH	UBS120-FPD-HD	10' UNDERBODY SCRAPER FIXED ONE-WAY, POWER DOWN, HEAVY DUTY VERSION
			MOLDBOARD IS 1" THICK X 20" TALL X 10" LONG SCRAPER HAS (1)-3" X 10" WITH A 7/8" X 6" X 18-1/2" CUSHION SPRING SCRAPER MAY BE FIX MOUNTED FROM 35-45 DEGREES AND DISCHARGE TO THE RIGHT OR LEFT INCLUDES (3) 2-3/8" SOLID BAR MOUNTING SUPPORTS UNITS ARE SAND BLASTED, PRIMED AND PAINTED WITH BLACK POLYURETHANE PAINT
			NO HOSES OR RELIEF VALVE INCLUDED
1.00	EACH	S10100	Carbide cutting edges installed in lieu of standard 3/4" x 6" CSB edges. (price is per foot)
1.00	EACH	S10120	5/8" x 6" Carbide Bullnose Curb shoes installed. (Price is per pair)
1.00	EACH	PREWET SYSTEM	
			BONNELL CONFIGURED PREWET SYSTEM CONFIGURED AS FOLLOWS: YES - PREWET SYSTEM TO FIT A 10' LONG BODY, CONFIGURED AS FOLLOWS:
1.00	EACH	COM-300P-2-150	Commander Body Prewet System with two 150 Gallon Poly Tanks, Stainless Steel Tank Brackets, and 1-1/2in Plumbing.
1.00	EACH	L10120	Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes an IP68 Wire Connection for Feedback Signal.
1.00	EACH	L10315	2in Male Quick Fill Kit Installed.
1.00	EACH	L10320	1-1/2in Cross Fill Kit (in addition to standard Plumbing Kit) Installed.
1.00	EACH	L10327	

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Automatic 3-Way Valve in lieu of in line check valve. (Used on 6100 controllers only) Installed.

1.00	EACH	L10370 Delux Two Tank Vent Kit for Commander Bodies. (Vents into Body Through Front Board Pockets)
------	------	--

1.00	EACH	L10410 Installation Charge for Two Tank Commander and V-box systems.
------	------	--

1.00	EACH	UT SPREADER
------	------	--------------------

CONFIGURED AS FOLLOWS: YES
- UNDER TAILGATE SPREADER PAINTED YELLOW, CONFIGURED AS FOLLOWS:

1.00	EACH	U696-DD-S2 Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified
------	------	---

1.00	EACH	U10100 Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger
------	------	---

1.00	EACH	U10200 Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor
------	------	--

1.00	EACH	U10311 Short Hose Kit for Bonnell Installations. Comes With Two Spinner Hoses, Two Drive Hoses, And Quick Disconnects.
------	------	---

1.00	EACH	U10312 Brass Quick Couplers ILO Steel
------	------	---

1.00	EACH	U10369 Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install these)
------	------	--

1.00	EACH	U10390 72" Spray Bar Installed In Spreader Body
------	------	---

1.00	EACH	U10395 Paint Stainless Steel Spreader Standard Color.
------	------	---

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1.00	EACH	CUSTOMIZATION REPLACE THE HFF-QX PLOW HITCH WITH A HFF-JQLX PLOW HITCH
------	------	--

1.00	EACH	/SOURCEWELL SOURCE GOODS ADJ ALL ITEMS LISTED BELOW ARE OPEN PURCHASED REQUESTS (SOURCED GOODS) BY THE CUSTOMER TO ADD TOO,DELETE OR REPLACE ITEMS ON #155877 SINGLE AXLE CLASS "ULTIMATE" SNOW FIGHTER PACKAGE
------	------	---

\$117,759.86

- COMMANDER NNR-10-S2 10' DUMP BODY ILO COMMANDER MTR-10-S2 10' MULTI-
PURPOSE BODY
- A HFF-JQLX PLOW HITCH ILO A HFF-QX PLOW HITCH
- A 12SP36TT1 12' SNOW PLOW ILO 11ST42MX1 11' SNOW PLOW
- A UBS120-FPD-HD 10' FIXED UNDERBODY SCRAPER
- A VT35 LOW PRO STAINLESS HYDRAULIC TANK ILO A VT35 STAINLESS STANDARD
HYDRAULIC TANK
- WHELEN 17M LIGHT BAR SYSTEM ILO THE STANDARD WARNING LIGHT SYSTEM
- REAR HITCH WITH A KERNS 300 COMBINATION PINTLE/BALL HITCH ILO THE
STANDARD PH30 PINTLE HITCH

/PROCESSING
Processing Fee

/TITLE
TITLE PROCESSING

/LICENSE FEE
LICENSE PLATE FEES

EACH	/OPTION OPTION TO REPAINT THE CHASSIS CAB YELLOW ADD \$6,500.00
------	--

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Ordered	Unit	Item Number
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- | | |
|---------------------|------------------|
| Net Order: | 253,961.8 |
| Less Discount: | 0.0 |
| Freight: | 0.0 |
| Sales Tax: | 0.0 |
| Quote Total: | 253,961.8 |

AUTHORIZED APPROVAL CONTACT (SIGNATURE): _____

CUSTOMER PO NUMBER: _____

TG

Packet Pg. 165

Attachment: 2024 F-750 2 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



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Confirm To: JOSH WALLACE

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	6/5/2023

Ordered	Unit	Item Number
1.00	EACH	TRUCK PACKAGE

SOURCEWELL # 155877 COMPLETE SNOW FIGHTER PACKAGE "ULTIMATE LEVEL"
SINGLE AXLE CLASS

\$135,451.95

APPLICATION: ONE NEW FORD F750 SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH
AN 84" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO
PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED
CONNECTION POINT.
FACTORY FRAME EXTENSIONS ARE NOT REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- COMMANDER MULTI PURPOSE BODY
- CAB SHIELD INSTALLED ON BODY
- ELECTRIC TARP SYSTEM
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- UNDER TAILGATE SPEADER
- PREWET SYSTEM, (MOUNTED ON TUB BODY)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- VIBRATOR INSTALLED (NEW VIBRATOR)
- POLY FULL COVER FENDERS MANUFACTURED BY MINIMIZER
- FENDER BRACKET MAT'L: STAINLESS
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	CHASSIS 2024 FORD F-750 DIESEL CAB AND CHASSIS WITH 84" CAB TO AXLE MEASUREMENT PAINTED WHITE
1.00	EACH	COMMANDER
1.00	EACH	NNR-10-S2 10'-0" Bonnell Commander Body Base Unit. Tub Body design with no conveyor assembly. Body to

Attachment: 2024 F-750 3 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0168320
Quote Date: 5/4/2023
Sourcewell ID: 68648

Bill To: 4592545
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD
BUFFALO GROVE, IL 60089-2138

Ship To: 01
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD
CENTRAL GARAGE
BUFFALO GROVE, IL 60089

Phone: (847) 459-2545 Fax: (847) 537-1742 apfinance@vbg.org

Phone:
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be fabricated of 201 Stainless Steel.
Sides, bulkhead, corner posts and tailgate are of 7 gauge material. Long sills are of 1/4" material and are boxed for strength. 2-1/2" schedule 40 stainless steel pipe cross members. Stainless steel corner posts. Long sills have a 4" x 6" opening to accommodate pre-wet plumbing and wiring. Body is welded solid with no skip welding. Body includes a 6 panel air operated tailgate powered by two double acting air cylinders located inside the rear corner posts. The tailgate linkage and trip rods are stainless steel and the trip rods ride in greasable non corrosive bearings. Body includes manifold grease system and Body Props.
Stainless Steel Bodies are Chemically Cleaned and Passivated.
Paint Options are listed below if Applicable.

1.00	EACH	C10100 4.5" Bore x 3 Stage Double Acting Trunnion Hoist.
------	------	--

1.00	EACH	C10160 Lower Trunnion Frame for 9' - 11' Bodies.
------	------	--

1.00	EACH	C10190 Rear Hinge Assembly for All Bodies.
------	------	--

1.00	EACH	C10550 10' Stainless Steel Painted any Custom Color Applied in a Single Stage Operation.--TO MATCH CAB
------	------	--

1.00	EACH	C10840 201 Stainless Steel Tank Brackets for 300 Gallon Poly Pre-Wet Tanks. (Installed) (Note- Tanks are not Included in this Kit. See Prewet System for Tank and Plumbing Price.)
------	------	--

1.00	EACH	C10900 Two 700 Series Whelen Light Boxes in each Corner Post.
------	------	---

1.00	EACH	C10920 304 Stainless Steel Ladder. (Installed)
------	------	--

1.00	EACH	C10931 Vibrator Bracket for a Stainless Body. (Installed)
------	------	---

1.00	EACH	C10936 Stainless Steel Mud Flap Brackets. (Installed)
------	------	---

1.00	EACH	C10940 8" Removable 201 Stainless Steel Rear Spill Pan. (Installed)
------	------	---

Attachment: 2024 F-750 3 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



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1.00	EACH	C11112 201 Stainless Steel Side Boards for a 10' Body. (Installed)
------	------	--

1.00	EACH	C11530 Stainless Steel Tailgate Chains
------	------	--

1.00	EACH	CAB SHIELD CONFIGURED AS FOLLOWS:
------	------	---

*MATERIAL IS TO BE 201 STAINLESS STEEL.
*PAN WIDTH- 18".
*WIDTH- DETERMINED.
*HEIGHT TO BE DETERMINED TO BOTTOM OF PAN.
*DOUBLE 600 SERIES OR M6 LIGHT BRACKETS.
**LIGHTING CODE: 11311

1.00	EACH	HYDRAULIC SYSTEM - PTO: CHELSEA 810 SERIES - PUMP: TXV92 SERIES - ADD-A-FOLD HYDRAULIC VALVE TO OPERATE: HOIST, PLOW, SCRAPER, PREWET, AUGER, SPINNER - "FORCE" ULTRA CONTROL ARM - "FORCE" 6100 GEN5 SPREADER CONTROLLER - "FORCE" VT35 LOW PROFILE STAINLESS STEEL TANK AND LID - LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM - EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER - BRASS QUICK COUPLERS - CLOSED LOOP PREWET CABLE - CLOSED LOOP GRANULAR SENSOR - BONNELL CONSOLE FOR ULTRA CONTROLLER ARM
------	------	---

EACH ***NOTE**

THIS HYDRAULIC SYSTEM IS QUOTED WITH THE NEWLY DESIGNED CHELSEA 810 SERIES PTO TO BE USED WITH THE TXV92 HYDRAULIC PUMP
IF FOR SOME REASON THIS SYSTEM WILL NOT FIT PROPERLY THEN THE HYDRAULIC SYSTEM WILL USE THE CHELSEA 210 SERIES PTO / PUMP COMBINATION WITH THE PRICE ADJUSTED ACCORDINGLY

1.00	EACH	ELECTRICAL
------	------	-------------------

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---------	------	-------------

- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS
- DATA SHEET REQUIRED
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES
- ELECTRIC BRAKE CONTROLLER INSTALLED

CAB ROOF LIGHTING AND ACCESSORIES

- WHELEN 17M IDOT LIGHT BAR AS FOLLOWS:
 - * FOUR CORNER FLASHERS
 - * FOUR FRONT FACING FLASHERS
 - * 2 FRONT FACING SCENE LIGHTS

PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON PLOW HITCH MOUNTED BRACKETS

BODY LIGHTING

- ONE PAIR WHE-70BTT 700 SERIES STT IN REAR POSTS
- ONE PAIR WHE-70C00WCR BACKUP LIGHTS IN REAR POSTS
- ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH
- ONE CENTER WHE-60C00WCR BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER
- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON CURB SIDE AIMED REARWARD
- LIGHTS ON SEPARATE SWITCHES
- ONE ABL SCRAPER WORK LIGHT MOUNTED TO CHASSIS

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Ordered	Unit	Item Number
---------	------	-------------

FEDERAL THREE CAMERA SYSTEM

- 1ST CAMERA MOUNTED ON L/H CORNER POST-AIM @ SPREADER
- 2ND CAMERA MOUNTED ON CAB SHIELD-AIMED INTO BOX
- 3RD CAMERA MOUNTED ON STEP-AIMED AT WING
- CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY

1.00 EACH **REAR HITCH**

CONFIGURED AS FOLLOWS: YES

- REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW
- 3/4" CARBON STEEL PLATE
- 16K K300 (2-5/16" BALL) MULTI HITCH-DIRECT MOUNTED
- STD PINTLE MTG HEIGHT
- TRAILER PLUG: 7 ROUND PIN (FACTORY)
- CUTOUTS FOR 600/600 SERIES REAR LIGHTS
- 5/8" CARBON STEEL D-RINGS

1.00 EACH **PLOW HITCH**

HITCH FOR SNOW PLOW
PLOW HITCH FOR A FORD F650/F750 2016 & UP INSTALLED ON NEW TRUCK PACKAGE

1.00 EACH **HFF-JQX**

Heavy Front Frame Side Plate Hitch with JQX Ultra-Low Profile Front Frame and Offset Lift Arm.
(QAC Drop Pin Receiver with built in Two Pin Hookup.)

1.00 EACH **H10130**

4in X 6in Double Acting Cylinder

1.00 EACH **H10190**

Telescopic Lift Arm in Lieu of Rigid Lift Arm

1.00 EACH **H10310**

Stainless Hood Mounted Light Brackets. (Side of Hood)

1.00 EACH **H10421**

Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)

1.00 EACH **PLOW**

CONFIGURED AS FOLLOWS: YES
PAINTED: BLACK POLYURETHANE ENAMEL
NO EXTRA RIBS EXTRA RIBS

1.00 EACH **12SP36TT1**

Attachment: 2024 F-750 3 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



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Ordered	Unit	Item Number	
		Base Model 12SP36TT1 Straight Snow Plow With 3/8" Polyethylene Front Sheet 12'-0" Cutting Edge X 36" Straight Height Torsion Trip Cutting Edge (4) 3/4" Round Wire Trip Springs Heavy Duty Tubular Table/A-Frame Assembly (2) 4X12 Reversing Cylinders (5) Table To Moldboard Hookup Points P10130 Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)	
1.00	EACH	P10130	
1.00	EACH	P10260 QL-Quick Link swivel bar (plow section installed) (Flink Style and Penn Dot)	
1.00	EACH	P10400 3/4" Bottom Angle (ILO Standard)-Moldboard Weldment Angle	
1.00	EACH	P10401 3/4" Bottom Angle (ILO Standard) Trip Edge Angle (for trip edge plows)	
1.00	EACH	P10410 Cove cut on on curb side end of moldboard	
1.00	EACH	P10425 3/8" x 12" Rubber flap kit installed	
1.00	EACH	P10465 Plow stand - installed (to hold hook up point @ desired height when detached)	
1.00	EACH	P10470 36" Blaze orange markers	
1.00	EACH	P10528 PolarFLEX Carbide Cutting Edge System, Direct Mount. (Installed on plow)	
1.00	EACH	P10556 1/2" Stucci Brass Quick Couplers installed (one set/per plow)	
1.00	EACH	P10626 5/8" x 8" Carbide Universal 3-Bolt Bull Nose Curb Shoe (Installed on Right end of Plow)	

Attachment: 2024 F-750 3 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



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---------	------	-------------

1.00	EACH	P10627 5/8" x 8" Carbide Universal 3-Bolt Bull Nose Curb Shoe (Installed on Left end of Plow)
------	------	---

1.00	EACH	SCRAPER
------	------	----------------

CONFIGURED AS FOLLOWS: YES

1.00	EACH	UBS120-FPD-HD 10' UNDERBODY SCRAPER FIXED ONE-WAY, POWER DOWN, HEAVY DUTY VERSION
------	------	---

MOLDBOARD IS 1" THICK X 20" TALL X 10" LONG
SCRAPER HAS (1)-3" X 10" WITH A 7/8" X 6" X 18-1/2" CUSHION SPRING
SCRAPER MAY BE FIX MOUNTED FROM 35-45 DEGREES AND DISCHARGE TO THE RIGHT
OR LEFT
INCLUDES (3) 2-3/8" SOLID BAR MOUNTING SUPPORTS
UNITS ARE SAND BLASTED, PRIMED AND PAINTED WITH BLACK POLYURETHANE PAINT

1.00	EACH	S10100 NO HOSES OR RELIEF VALVE INCLUDED Carbide cutting edges installed in lieu of standard 3/4" x 6" CSB edges. (price is per foot)
------	------	--

1.00	EACH	S10120 5/8" x 6" Carbide Bullnose Curb shoes installed. (Price is per pair)
------	------	---

1.00	EACH	PREWET SYSTEM
------	------	----------------------

BONNELL CONFIGURED PREWET SYSTEM
CONFIGURED AS FOLLOWS: YES
- PREWET SYSTEM TO FIT A 10' LONG BODY, CONFIGURED AS FOLLOWS:

1.00	EACH	COM-300P-2-150 Commander Body Prewet System with two 150 Gallon Poly Tanks, Stainless Steel Tank Brackets, and 1-1/2in Plumbing.
------	------	---

1.00	EACH	L10120 Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes an IP68 Wire Connection for Feedback Signal.
------	------	---

1.00	EACH	L10315 2in Male Quick Fill Kit Installed.
------	------	---

1.00	EACH	L10320 1-1/2in Cross Fill Kit (in addition to standard Plumbing Kit) Installed.
------	------	---

Attachment: 2024 F-750 3 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)

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1.00	EACH	L10327	Automatic 3-Way Valve in lieu of in line check valve. (Used on 6100 controllers only) Installed.
1.00	EACH	L10370	Delux Two Tank Vent Kit for Commander Bodies. (Vents into Body Through Front Board Pockets)
1.00	EACH	L10410	Installation Charge for Two Tank Commander and V-box systems.
1.00	EACH	UT SPREADER	
			CONFIGURED AS FOLLOWS: YES
			- UNDER TAILGATE SPREADER PAINTED YELLOW, CONFIGURED AS FOLLOWS:
1.00	EACH	U696-DD-S2	Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified
1.00	EACH	U10100	Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger
1.00	EACH	U10200	Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor
1.00	EACH	U10311	Short Hose Kit for Bonnell Installations. Comes With Two Spinner Hoses, Two Drive Hoses, And Quick Disconnects.
1.00	EACH	U10312	Brass Quick Couplers ILO Steel
1.00	EACH	U10369	Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install these)
1.00	EACH	U10390	72" Spray Bar Installed In Spreader Body
1.00	EACH	U10395	Paint Stainless Steel Spreader Standard Color.

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1.00	EACH	CUSTOMIZATION REPLACE THE HFF-QX PLOW HITCH WITH A HFF-JQLX PLOW HITCH
1.00	EACH	/SOURCEWELL SOURCE GOODS ADJ ALL ITEMS LISTED BELOW ARE OPEN PURCHASED REQUESTS (SOURCED GOODS) BY THE CUSTOMER TO ADD TOO,DELETE OR REPLACE ITEMS ON #155877 SINGLE AXLE CLASS "ULTIMATE" SNOW FIGHTER PACKAGE \$118,509.86 - COMMANDER NNR-10-S2 10' DUMP BODY ILO COMMANDER MTR-10-S2 10' MULTI-PURPOSE BODY - A HFF-JQLX PLOW HITCH ILO A HFF-QX PLOW HITCH - A 12SP36TT1 12' SNOW PLOW ILO 11ST42MX1 11' SNOW PLOW - A UBS120-FPD-HD 10' FIXED UNDERBODY SCRAPER - A VT35 LOW PRO STAINLESS HYDRAULIC TANK ILO A VT35 STAINLESS STANDARD HYDRAULIC TANK - WHELEN 17M LIGHT BAR SYSTEM ILO THE STANDARD WARNING LIGHT SYSTEM - REAR HITCH WITH A KERNS 300 COMBINATION PINTLE/BALL HITCH ILO THE STANDARD PH30 PINTLE HITCH /PROCESSING Processing Fee /TITLE TITLE PROCESSING /LICENSE FEE LICENSE PLATE FEES EACH /OPTION OPTION TO REPAINT THE CHASSIS CAB YELLOW ADD \$6,500.00

Attachment: 2024 F-750 3 (O-2023-69 : Department of Public Works Fleet Replacements - Plow Trucks)



Ordinance No. O-2023-70 : Ordinance Authorizing the Purchase of Two 2022 Chevrolet 4500 Dump Trucks from Ray Chevrolet

Recommendation of Action

Staff recommends approval.

The approved 2023 budget includes the replacement for units 415 and 420, with a combined budgeted amount of \$250,000 which includes all necessary upfitting. Vehicles 415 and 420 are currently assigned to the Street Section. Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase two (2) 2022 Chevrolet 4500 Dump Trucks from Ray Chevrolet, in an amount not to exceed \$205,119.52.

ATTACHMENTS:

- PW Fleet Replacements Ray Chevrolet Street Section Memo (DOCX)
- Ray Chevrolet Public Works Streets Ordinance(DOCX)
- Ray Chevrolet 415 Replacement (PDF)
- Ray Chevrolet 420 Replacement (PDF)

Trustee Liaison

Pike

Staff Contact

Jim Warnstedt, Public Works

Monday, May 15, 2023

VILLAGE OF
BUFFALO GROVE



DATE: May 5, 2023
TO: Dane Bragg, Village Manager
FROM: Josh Wallace, Fleet Manager
RE: Public Works Fleet Replacements – Street Section

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase two (2) 2022 Chevrolet 4500 Dump Trucks from Ray Chevrolet, in an amount not to exceed \$205,119.52.

Background Information

The approved 2023 budget includes the replacement for units 415 and 420, with a combined budgeted amount of \$250,000 which includes all necessary upfitting. Vehicles 415 and 420 are currently assigned to the Street Section.

Unit 415 is a 2011 Ford F-450 1 ton dump truck, with a budgeted replacement cost of \$115,000. The replacement unit is a 2022 Chevrolet 4500 dump truck, with a cost of \$89,557.26 and up to \$25,442.74 to upfit, for a total cost not to exceed \$115,000. Truck 415 is a front-line vehicle for the Street Section that is used year-round. During the winter, this truck is our primary cold patch vehicle, as we are out daily checking and repairing potholes. This unit is also used for hauling debris year-round and during the warmer months is used while repairing surfaces from winter utility breaks. This multi-faceted vehicle is also used to repair mailboxes, re-condition shoulders, pick up large amounts of debris left in the roadway, and moving of staff as needed. This unit is upfitted for snow and ice activities which gives it the capabilities of backing up our front line 5-ton snow and ice vehicles and is assigned to a route during high volumes of snow. Currently the odometer is showing 58,577 miles. This unit is still in regular service and nearing the end of its useful life.

Unit 420 is a 2011 Ford F-450 1 ton dump truck, with a budgeted replacement cost of \$135,000. The replacement unit is a 2022 Chevrolet 4500 dump truck, with a cost of \$115,562.26 comes with a plow and spreader, and will require up to \$19,437.74 to upfit, for a total cost not to exceed \$135,000. This unit is our main sign shop vehicle that is used to repair and install all Village owned signs throughout the year. This unit is also used when checking and replacing signs for our sign replacement program which is completed annually. Unit 420 is also utilized to haul debris, spoils from utility breaks, shoulder repair work, and moving staff. Currently the odometer is showing 58,317 miles. This unit is still in regular service and nearing the end of its useful life.

If the replacement vehicles are approved, staff would place unit 415 and unit 420 at auction for asset recovery when the replacement vehicles are delivered.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO 2022 CHEVROLET 4500 DUMP TRUCKS FROM RAY CHEVROLET**

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

WHEREAS, the Village of Buffalo Grove Department of Public Works requires the replacement of two Ford F-450 Trucks; and

WHEREAS, the Village Board has waived competitive bidding due to the absence of a state contract.

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

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

SECTION 2. The Village Board has waived competitive bidding and authorized the Village Manager to purchase two (2) 2022 Chevrolet 4500 Dump Trucks from Ray Chevrolet, in an amount not to exceed \$205,119.52.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

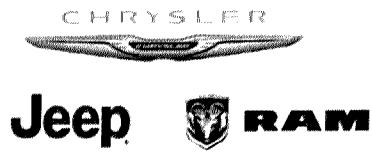
APPROVED: _____, 2023

APPROVED:

Eric Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk



BUYER		CO-BUYER		Deal #:	134666
Work #: Email:				Deal Type:	Retail
				Deal Date:	04/07/2023
				Print Time:	11:39am
				Salesperson:	
VEHICLE					
New ☒ Used ☐ Demo ☐	Stock #:	Description:	VIN:	Mileage:	
	45217	2023 CHEVROLET TRUCK SILVERADO MD	1HTKJPVKXPH717478		
TRADE					
AFTERMARKETS					
			Sale Price:	\$	115,500.00
			Total Financed Aftermarkets:	\$	0.00
			Total Trade Allowance:	\$	0.00
			Trade Difference:	\$	115,500.00
			Doc Fee:	\$	347.26
			State & Local Taxes:	\$	0.00
			Total License and Fees:	\$	215.00
			Total Cash Price:	\$	116,062.26
			Total Trade Payoff:	\$	0.00
			Delivered Price:	\$	116,062.26
Total Aftermarkets:			\$	0.00	
			Cash Down Payment + Deposit:	\$	0.00
			Total Rebates:	\$	500.00
			Sub Total:	\$	115,562.26
			Service Agreement:	\$	0.00
			Maintenance Agreement:	\$	0.00
			GAP Insurance:	\$	0.00
			Credit Life, Accident & Health:	\$	0.00
			Other:	\$	0.00
Amount Financed:	\$	115,562.26	Amount Financed:	\$	115,562.26



628 W 10 1/2 Street
 Monroe, WI 53566
 Sales Rep: Marty Nelson
 Ph: (414) 322-2683
 www.MonroeTruck.com

J.O. #

Quotation ID: 9RON006246

Date: 12/7/2022

Valid thru: 1/6/2023

Terms: NET 30

Quoted by: Ron Schmid

Ph/Fax: 608-324-5118 / 608-329-8521

Quoted to:

RAY CHEVROLET (ATTN:)

39 NORTH ROUTE 12

FOX LAKE, IL 60020

Ph: 847-587-3300 / Fax: 847-587-9747

Email:

Chassis Information

Year: 2023	Make: CHEVROLET	Model: SILVERADO 4500HD	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 165.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

11', MTE D-SERIES, STAINLESS STEEL, 4-5 YD CAPACITY, FOLDING SIDE, DUMP BODY
 - 7 GA. FLOOR, 12 GA. SIDES & 10 GA. ENDS, 16" H SIDES, 22" H TAILGATE
 - 45,000 PSI YIELD STRENGTH STAINLESS STEEL CONSTRUCTION
 - HEAVY DUTY FRONT BULKHEAD WITH TAPERED LASER CUT WINDOW & INTEGRAL 12" TAPERED CAB SHIELD (GM MEDIUM-DUTY BODY TO HAVE FULL-WIDTH SQUARE CAB SHIELD IN LIEU OF TAPERED)
 - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
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 - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
 - (2) UNDERBODY TIE LOOPS
 - L.E.D. FMVSS108 LIGHTS & REFLECTORS
 - RUBBER REAR FLAPS
 - UNDERCOATED

DOUBLE-ACTING ELECTRIC SUB-FRAME HOIST (CHAMPION)

1/2" PLATE w/ ADJUSTABLE 10-HOLE PATTERN

PINTLE HOOK: BOLT-ON, RIGID MOUNT, POWDER-COATED BLACK
 - SOLD LOOSE, NOT INSTALLED

RECEIVER TUBE: BOLT-ON, 2", POWDER-COATED BLACK
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TRAILER RECEPTACLE

INSTALL FACTORY BACKUP CAMERA - GREATER THAN 10,000 GVW (MUST COME FROM FACTORY LOOSE - DOES NOT COVER CAMERA THAT WAS REMOVED BY CUSTOMER & SENT LOOSE)

AFTERMARKET BACKUP ALARM

POLY FENDERS

SIDE BOARDS

US TARP: HAND-CRANK REWIND TARP W/ REAR PULL BAR

LIGHT(S) OPTION: (2) L.E.D. REAR STROBES

LIGHT(S) OPTION: MINI LIGHT BAR ON SELF-LEVELING BRACKET



Description	Amount
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CLEAR LED SPREADER WORKLIGHT
- WIRED TO UPFITTER SWITCH IN CAB

8' BOSS EXT STEEL EXPANDABLE BLADE SNOWPLOW
- SMARTSHIELD
- TOUCH-BUTTON EXPANDABLE WING FROM 8'-10'
- RT3 STANDARD UNDERCARRIAGE
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- ENCLOSED HYDRAULICS
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- FULL MOLDBOARD TRIP DESIGN
- ADJUSTABLE TRIP SPRINGS
- INSTALLED
- TWO-YEAR LIMITED WARRANTY

RUBBER SNOW DEFLECTOR

BUYERS SNOWDOGG 96" ELECTRIC UNDER-TAILGATE SPREADER
- 304 STAINLESS STEEL
- MATERIAL SPREAD UP TO 25'
- TWO 12 VDC DIRECT DRIVE MOTORS (3/4 HP FOR AUGER, 1/2 HP FOR SPINNER)
- STANDARD DISCHARGE
- 14" POLY SPINNER AND STAINLESS STEEL DUMP BODY MOUNTING PLATES
- 10-GAUGE TROUGH HAS 3-POINT HINGED BOTTOM COVER FOR EASY ACCESS TO ENTIRE AUGER ASSEMBLY AND ONE-PERSON CLEANOUT
- 6" AUGER WITH 3/8" FLIGHTING, INCLUDES AUGER SCREEN
- SEALED, SELF-ALIGNING 1-1/4" DIAMETER BEARINGS WITH GREASE FITTINGS
- STAINLESS STEEL SPILL SHIELDS
- INSTALLED

(1) MTE 18X18X30 STAINLESS STEEL UNDERBODY TOOL BOX W/ 3 POINT LATCH
- CURBSIDE

***Due to current market conditions, pricing is subject to change at time of upfit.

Additional Options:

Description	Amount	Add to quote?
SMOOTH RIDE AIR CAB SUSPENSION KIT FOR 2-DOOR, REGULAR CAB, GM (MTE AIR REQUIRED)		Yes (No)
- (2) AIR BAGS w/ INTEGRAL DAMPENER & BUMP STOP MOUNTED AT REAR CORNERS OF CAB		
- (1) CAB HEIGHT CONTROL VALVE MOUNTED AT REAR OF CAB TO MAINTAIN CAB HEIGHT		
- COMPACT AIR SUPPLY SYSTEM MOUNTED UNDER HOOD		
- REMOTE MOUNTED AIR INTAKE TO REDUCE CONTAMINANTS		
- BRAIDED STAINLESS STEEL DISCHARGE LINE w/ ONE-WAY CHECK VALVE		
- 2.2 GALLON AIR RESERVOIR		
- HEATED AUTOMATIC DRAIN VALVE TO REMOVE MOISTURE		

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs

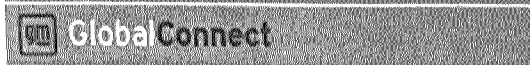
Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO		11461	



12-7-22

4/8/23, 11:40 AM

Global Warranty Management



Ryan Burke

April 8, 2023

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Global Warranty Management: Main > Interface With Customer > View Vehicle Build

INTERFACE WITH
CUSTOMER

View Vehicle Build

This screen allows IVH users to view the initial build information on the selected VIN including option codes with descriptions (where available).

Vehicle Information

VIN: 1HTKJPVKXP717478 Model: CK56403-2023 SILVERADO MED DUTY REG CAB 4WD
 Service Contract: No Branded Title: No Warranty Block: No PDI Status: Yes
 Order Type: 70 - RETAIL - STOCK
 Field Actions: [Open](#)

[REQUEST ANOTHER VIN](#)

Vehicle Build

Model: CK56403 - 2023 SILVERADO MED DUTY REG CAB 4WD Order Number: CGCWGM
 Gross Vehicle Weight: 0 Build Date: 02/23/2023
 Build Plant: H

For this vehicle:

- [View Vehicle Summary](#)
- [Service Contract](#)
- [Branded Title](#)
- [Warranty Block](#)
- [View Vehicle Build](#)
- [View Vehicle Component Summary](#)
- [View Vehicle Transaction History Detail](#)
- [View Vehicle Delivery Information](#)
- [Investigate Major Assembly History](#)

Option Codes

*IVH is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

01U - PAINT SCHEME, STYLE 1	092 - REAR AXLE, 4.30 RATIO
1S2 - OPTION PACKAGE DISCOUNT	1WT - 1WT PACKAGE
4D7 - INTERIOR TRIM	719 - SEAT BELT, BLACK
7Y8 - BATTERIES, HEAVY-DUTY DUAL 1300 COLD CRANKING AMPS	8E4 - ADDITIONAL FUEL, 5 GALLONS
9L3 - SPARE TIRE DELETE	9L7 - UPFITTER SWITCHES
A31 - WINDOWS, POWER	AE7 - SEATS - FRONT 40/20/40 SPLIT BENCH, CLOTH
AKO - GLASS, DEEP TINTED	AQQ - REMOTE KEYLESS ENTRY
AU3 - POWER DOOR LOCKS	AY0 - AIRBAGS
BG9 - FLOOR COVERING, RUBBERIZED-VINYL	BTN - BATTERY JUMP START STUD
C67 - AIR CONDITIONING, SINGLE-ZONE	C7R - SILVERADO 4500HD MEDIUM DUTY GVWR, 16,500 LBS.
C99 - AIRBAG DEACTIVATION SWITCH FRONTAL PASSENGER-SIDE	DP9 - CHROME MIRROR CAPS
DPN - MIRRORS, OUTSIDE HEATED POWER ADJUSTABLE, VERTICAL TRAILERING	E01 - ASSIST STEPS
E20 - DOOR HANDLES, OUTSIDE, CHROME	ED9 - WHEELBASE, 165", 84" CA
EF7 - COUNTRY CODE, U.S.A.	F0C - AXLE TO END OF FRAME, 49"
FHX - FUEL, DIESEL	FNP - FRONT FENDER EXTENSION, PAINTED BODY COLOR
FTB - FRONT AXLE, 7,500 LBS.	FTN - AXLE LUBRICANT, FRONT
FTO - AXLE LUBRICANT, REAR	FTV - FRONT SUSPENSION, 7,500 LBS.
GAZ - SUMMIT WHITE	GL4 - REAR AXLE, 11,000 LB.
GR3 - REAR SUSPENSION, 11,000 LB.	H2R - DARK ASH/JET BLACK ACCENTS
IOB - CHEVROLET INFOTAINMENT SYSTEM 7" DIAGONAL COLOR TOUCHSCREEN SELECT BLUETOOTH STREAMING, AM/FM STEREO	J23 - ENGINEERING YEAR 2023
J48 - BRAKES, HYDRAULIC, HEAVY DUTY	J69 - BRAKE, PARKING
JL1 - TRAILER BRAKE CONTROLLER	K34 - CRUISE CONTROL
K40 - EXHAUST BRAKE	KBK - TRANSMISSION SHIFT CONTROL CALIBRATION
K14 - POWER OUTLET, 110-VOLT AC	KW5 - ALTERNATOR, 220 AMPS
L5D - ENGINE DURAMAX 6.6L DIESEL TURBO V8, B20-DIESEL COMPATIBLE	MAH - NORTH AMERICAN MKT
M1U - TRANSMISSION, 6-SPEED AUTOMATIC RUGGED DUTY SERVICE	N12 - EXHAUST SYSTEM, REAR EXIT
N2L - FUEL TANK, REAR ONLY, 40 GALLON	N33 - STEERING COLUMN
N4C - 50-STATE EMISSIONS	N4E - 50-STATE EMISSION
NAV - PLANT CODE, NAVISTAR	NK5 - STEERING WHEEL
NQF - TRANSFER CASE	NZZ - SKID PLATE, STEEL, FRAME-MOUNTED
P0D - GRILLE GUARD SCREEN	PD7 - WHEEL, SPARE DELETE
PTO - POWER TAKE OFF, ENGINE CONTROL PROVISIONS	PWV - WHEELS, 19.5" ALUMINUM
R6G - 26,000 LBS. GCWR	R7M - 4500HD SERIES
R9N - VOMS PROCESSING OPTION	SLM - STOCK ORDERS
TRW - PROVISIONS-ROOF MOUNTED LAMP	U01 - ROOF MARKER LAMPS
U05 - HORN, DUAL NOTE	U2J - DELETE XM RADIO

4/8/23, 11:40 AM

Global Warranty Management

U73 - ANTENNA - FIXED MAST
UE0 - ONSTAR DELETE

UMN - SPEEDOMETER

UQ3 - AUDIO SYSTEM - 6 SPEAKER
UY7 - TRAILERING WIRING PROVISIONS
V46 - FRONT BUMPER, CHROME

VK3 - FRONT LICENSE PLATE BRACKET

VXT - ***INCOMPLETE VEHICLE***

WMX - VIN MODEL YEAR 2023

XL7 - FREQUENCY RATING

YMF - TIRES, REAR TRACTION, BLACKWALL

UDC - DRIVER INFORMATION CENTER
UGE - LAMPS, REAR, LED STOP/TURN
& LICENSE PLATE

UNL - AUXILIARY HARNESS, 3' FOR
HEADLAMPS/TURN SIGNALS

UVC - REAR VISION CAMERA

V22 - CHROME GRILLE

V8D - VEHICLE STATEMENT US

VT7 - OWNERS MANUAL ENGLISH

VYU - SNOW PLOW PREP PACKAGE

X88 - CHEV CONVERSION CODE

XMF - TIRES, FRONT TRACTION,
BLACKWALL

ZY1 - SOLID PAINT

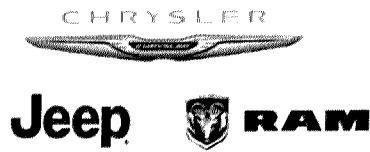
Added Option Codes

Vehicle has no current record of SAIO codes.

Global Warranty Management: Site Map

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BUYER		CO-BUYER		Deal #:	134666
Work #: Email:				Deal Type:	Retail
				Deal Date:	04/07/2023
				Print Time:	11:39am
				Salesperson:	
VEHICLE					
New ☒ Used ☐ Demo ☐	Stock #:	Description:	VIN:	Mileage:	
	45217	2023 CHEVROLET TRUCK SILVERADO MD	1HTKJPVKXP717478		
TRADE					
AFTERMARKETS					
		Sale Price: \$ 115,500.00 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 115,500.00 Doc Fee: \$ 347.26 State & Local Taxes: \$ 0.00 Total License and Fees: \$ 215.00 Total Cash Price: \$ 116,062.26 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 116,062.26			
		Total Aftermarkets: \$ 0.00			
		Cash Down Payment + Deposit: \$ 0.00 Total Rebates: \$ 500.00 Sub Total: \$ 115,562.26			
		Service Agreement: \$ 0.00 Maintenance Agreement: \$ 0.00 GAP Insurance: \$ 0.00 Credit Life, Accident & Health: \$ 0.00 Other: \$ 0.00 Amount Financed: \$ 115,562.26			



628 W 10 1/2 Street
 Monroe, WI 53566
 Sales Rep: Marty Nelson
 Ph: (414) 322-2683
 www.MonroeTruck.com

J.O. #

Quotation ID: 9RON006246

Date: 12/7/2022

Valid thru: 1/6/2023

Terms: NET 30

Quoted by: Ron Schmid

Ph/Fax: 608-324-5118 / 608-329-8521

Quoted to:

RAY CHEVROLET (ATTN:)

39 NORTH ROUTE 12

FOX LAKE, IL 60020

Ph: 847-587-3300 / Fax: 847-587-9747

Email:

Chassis Information

Year: 2023	Make: CHEVROLET	Model: SILVERADO 4500HD	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 165.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

11', MTE D-SERIES, STAINLESS STEEL, 4-5 YD CAPACITY, FOLDING SIDE, DUMP BODY
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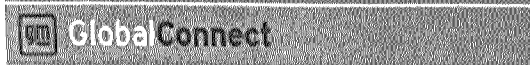
Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO		11461	



12-7-22

4/8/23, 11:40 AM

Global Warranty Management



Ryan Burke

April 8, 2023

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Global Warranty Management: Main > Interface With Customer > View Vehicle Build

INTERFACE WITH
CUSTOMER

View Vehicle Build

This screen allows IVH users to view the initial build information on the selected VIN including option codes with descriptions (where available).

Vehicle Information

VIN: 1HTKJPVKXP717478 Model: CK56403-2023 SILVERADO MED DUTY REG CAB 4WD
 Service Contract: No Branded Title: No Warranty Block: No PDI Status: Yes
 Order Type: 70 - RETAIL - STOCK
 Field Actions: [Open](#)

[REQUEST ANOTHER VIN](#)

Vehicle Build

Model: CK56403 - 2023 SILVERADO MED DUTY REG CAB 4WD Order Number: CGCWGM
 Gross Vehicle Weight: 0 Build Date: 02/23/2023
 Build Plant: H

For this vehicle:

- [View Vehicle Summary](#)
- [Service Contract](#)
- [Branded Title](#)
- [Warranty Block](#)
- [View Vehicle Build](#)
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- [View Vehicle Delivery Information](#)
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7Y8 - BATTERIES, HEAVY-DUTY DUAL 1300 COLD CRANKING AMPS	8E4 - ADDITIONAL FUEL, 5 GALLONS
9L3 - SPARE TIRE DELETE	9L7 - UPFITTER SWITCHES
A31 - WINDOWS, POWER	AE7 - SEATS - FRONT 40/20/40 SPLIT BENCH, CLOTH
AKO - GLASS, DEEP TINTED	AQQ - REMOTE KEYLESS ENTRY
AU3 - POWER DOOR LOCKS	AY0 - AIRBAGS
BG9 - FLOOR COVERING, RUBBERIZED-VINYL	BTN - BATTERY JUMP START STUD
C67 - AIR CONDITIONING, SINGLE-ZONE	C7R - SILVERADO 4500HD MEDIUM DUTY GVWR, 16,500 LBS.
C99 - AIRBAG DEACTIVATION SWITCH FRONTAL PASSENGER-SIDE	DP9 - CHROME MIRROR CAPS
DPN - MIRRORS, OUTSIDE HEATED POWER ADJUSTABLE, VERTICAL TRAILERING	E01 - ASSIST STEPS
E20 - DOOR HANDLES, OUTSIDE, CHROME	ED9 - WHEELBASE, 165", 84" CA
EF7 - COUNTRY CODE, U.S.A.	F0C - AXLE TO END OF FRAME, 49"
FHX - FUEL, DIESEL	FNP - FRONT FENDER EXTENSION, PAINTED BODY COLOR
FTB - FRONT AXLE, 7,500 LBS.	FTN - AXLE LUBRICANT, FRONT
FTO - AXLE LUBRICANT, REAR	FTV - FRONT SUSPENSION, 7,500 LBS.
GAZ - SUMMIT WHITE	GL4 - REAR AXLE, 11,000 LB.
GR3 - REAR SUSPENSION, 11,000 LB.	H2R - DARK ASH/JET BLACK ACCENTS
IOB - CHEVROLET INFOTAINMENT SYSTEM 7" DIAGONAL COLOR TOUCHSCREEN SELECT BLUETOOTH STREAMING, AM/FM STEREO	J23 - ENGINEERING YEAR 2023
J48 - BRAKES, HYDRAULIC, HEAVY DUTY	J69 - BRAKE, PARKING
JL1 - TRAILER BRAKE CONTROLLER	K34 - CRUISE CONTROL
K40 - EXHAUST BRAKE	KBK - TRANSMISSION SHIFT CONTROL CALIBRATION
K14 - POWER OUTLET, 110-VOLT AC	KW5 - ALTERNATOR, 220 AMPS
L5D - ENGINE DURAMAX 6.6L DIESEL TURBO V8, B20-DIESEL COMPATIBLE	MAH - NORTH AMERICAN MKT
MIU - TRANSMISSION, 6-SPEED AUTOMATIC RUGGED DUTY SERVICE	N12 - EXHAUST SYSTEM, REAR EXIT
N2L - FUEL TANK, REAR ONLY, 40 GALLON	N33 - STEERING COLUMN
N4C - 50-STATE EMISSIONS	N4E - 50-STATE EMISSION
NAV - PLANT CODE, NAVISTAR	NK5 - STEERING WHEEL
NQF - TRANSFER CASE	NZZ - SKID PLATE, STEEL, FRAME-MOUNTED
P0D - GRILLE GUARD SCREEN	PD7 - WHEEL, SPARE DELETE
PTO - POWER TAKE OFF, ENGINE CONTROL PROVISIONS	PWV - WHEELS, 19.5" ALUMINUM
R6G - 26,000 LBS. GCWR	R7M - 4500HD SERIES
R9N - VOMS PROCESSING OPTION	SLM - STOCK ORDERS
TRW - PROVISIONS-ROOF MOUNTED LAMP	U01 - ROOF MARKER LAMPS
U05 - HORN, DUAL NOTE	U2J - DELETE XM RADIO

4/8/23, 11:40 AM

Global Warranty Management

U73 - ANTENNA - FIXED MAST
UE0 - ONSTAR DELETE

UMN - SPEEDOMETER

UQ3 - AUDIO SYSTEM - 6 SPEAKER
UY7 - TRAILERING WIRING PROVISIONS
V46 - FRONT BUMPER, CHROME

VK3 - FRONT LICENSE PLATE BRACKET
VXT - ***INCOMPLETE VEHICLE***

WMX - VIN MODEL YEAR 2023
XL7 - FREQUENCY RATING

YMF - TIRES, REAR TRACTION, BLACKWALL

UDC - DRIVER INFORMATION CENTER
UGE - LAMPS, REAR, LED STOP/TURN
& LICENSE PLATE

UNL - AUXILIARY HARNESS, 3' FOR
HEADLAMPS/TURN SIGNALS

UVC - REAR VISION CAMERA
V22 - CHROME GRILLE

V8D - VEHICLE STATEMENT US

VT7 - OWNERS MANUAL ENGLISH

VYU - SNOW PLOW PREP PACKAGE

X88 - CHEV CONVERSION CODE

XMF - TIRES, FRONT TRACTION,
BLACKWALL

ZY1 - SOLID PAINT

Added Option Codes

Vehicle has no current record of SAIO codes.

Global Warranty Management: Site Map

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**Ordinance No. O-2023-72 : Ordinance Amending Fiscal Year 2022
Budget for the Village of Buffalo Grove**

Recommendation of Action

Staff recommends approval.

Attached is an Ordinance formally adopting the Village's FY 2022 Budget Amendments. The Budget amendments proposed modify the budget document approved by the Village Board. All budget amendments proposed do not affect the integrity of the budget as it is still balanced.

ATTACHMENTS:

- 051523_Board_budget amendment (DOCX)
- 051523 Board_ORD_budget amendment (DOCX)
- BOT 05.15.23_Bud Amend Ord Att (PDF)

Trustee Liaison

Pike

Staff Contact

Chris Black, Finance

Monday, May 15, 2023

**VILLAGE OF
BUFFALO GROVE**

TO: Dane C. Bragg, Village Manager

FROM: Chris Black, Director of Finance

DATE: May 9, 2023

RE: 2022 Budget Amendment

Recommendation

Staff recommends approval of an amendment to the FY 2022 Adopted Budget to reflect post-audit recommendations based on financial activity and reclassifications made during the audit process.

Background

The Budget was presented to the President and Board of Trustees on November 15, 2021. Notice of public hearing was published on October 14th, 2021 in the Daily Herald. The Village President and Board of Trustees unanimously approved the 2022 Budget on December 6, 2021.

The Budget amendments proposed modify the budget document approved by the Village Board. The original revenue and expenditure amounts are amended at the fund level. The amendments are primarily needed as a result the purchase of 1650 Leider Lane to serve as a new Public Works Facility and the associated 2022 Bonds. In the general fund, revenue and expenses are added to account for use of American Rescue Plan Act Funds on infrastructure projects. A list of itemized amendments is attached to this memo (Exhibit A).

Please contact me if you have any questions or need additional information.

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING FISCAL 2022 (JANUARY 1-DECEMBER 31, 2022) BUDGET FOR THE VILLAGE OF BUFFALO GROVE

WHEREAS, in accordance with Section 8-2-9.1 *et. Seq.* of the Illinois Municipal Code, 65 ILCS 5/8-2-9.1 *et seq.*, and Section 2.08.043 of the Village of Buffalo Grove Municipal Code, the President and Board of Trustees of the Village of Buffalo Grove have adopted the budget officer system; and

WHEREAS, pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4 and Section 2.08.43 of the Village of Buffalo Grove Municipal Code, the Village adopted an annual budget for fiscal year 2022, by Village ordinance number 2021-97, on December 6, 2021 in the amount of \$118,384,488; and

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove find that an amendment to the annual budget ordinance is necessary at this time to more accurately reflect the experience of the 2022 fiscal year.

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

SECTION 1. That in order to more accurately reflect the experience of fiscal year 2022, certain budget amendments are necessary per the attached.

SECTION 2. That these amendments should reflect actual revenues and expenditures for fiscal year 2022 and will increase the total amount of the budgeted revenue by \$23,783,980 and budgeted expenditures by \$18,107,880.

SECTION 3. That the following amendments be made to the various department and line item accounts as specified. (Exhibit A)

SECTION 4. Additional funds are available to effectuate this revision.

SECTION 5. That this ordinance shall be in full force and effect after the passage and publication pursuant to the laws of the State of Illinois and the Village of Buffalo Grove.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023.

APPROVED: _____, 2023.

PUBLISHED: _____, 2023.

Village President

ATTEST:

Village Clerk

Attachment: 051523 Board_ORD_budget amendment (O-2023-72 : 2022 Budget Amendment)

Exhibit A

2022 Budget Amendment

Revenue

<u>Account Number</u>	<u>Account Description</u>	<u>2022 Adopted Budget</u>	<u>Change</u>	<u>2022 Revised Budget</u>
100.460.05	All Other Revenue Grants	\$0	\$2,397,163	\$2,397,163
Total General Fund Revenue (100)		48,902,640	2,397,163	51,299,803
140.470	Bond Proceeds	0	21,386,817	21,386,817
Debt Service Fund Revenue (140)		3,676,772	21,386,817	25,063,589

Expense

<u>Account Number</u>	<u>Account Description</u>	<u>2022 Adopted Budget</u>	<u>Change</u>	<u>2022 Revised Budget</u>
100.45.580.57	Operating Transfers W&S fund	0	2,397,163	2,397,163
Total General Fund Expenses (100)		52,136,718	2,397,163	54,533,881
120.81.510.92	Operating Expenses Lease Payments	138,917.00	3,268	142,185
Total Metra Parking Lot Fund Expenses (120)		200,159	3,268	203,427
125.50.580.10	All Other Expense Consultant Fees	0	66,492	66,492
Total Lake Cook Road TIF Fund Expenses (125)		0	66,492	66,492
140.85.565.40	Debt Service Bond Issue Costs	0	20,000	20,000
140.85.570.15	Operating Transfers Capital Projects Streets	2,346,270	380,323	2,726,593
140.85.570.40	Operating Transfers Water & Sewer Fund	4,285,252	1,328,559	5,613,811
Total Debt Service Fund Expenses (140)		10,308,294	1,728,882	12,037,176
150.75.560.30	Capital Buildings & Structures	976,200	13,295,583	14,271,783
150.75.565.40	Debt Service Bond Issue Costs	0	251,822	251,822
Total Capital Projects Facilities Fund Expenses (150)		1,036,200	13,547,405	14,583,605
180.84.500.15	Personal Services Salaries - Seasonal	85,727	22,891	108,618
180.84.510.70	Operating Expenses Merchandise Purchases	45,000	11,913	56,913
Total Buffalo Grove Golf Fund Expenses (180)		1,228,774	34,804	1,263,578
212.93.545.05	Maintenance & Repairs - Vehicles Gasoline	155,000	152,218	307,218
212.93.545.40	Maintenance & Repairs - Vehicles Contractual Auto Services	320,000	102,313	422,313
Total Central Garage Fund Expenses (212)		1,628,681	254,531	1,883,212
213.94.530.20	Commodities Gas - Facilities	42,500	75,335	117,835
Total Building Maintenance Fund Expense (213)		\$1,756,824	\$75,335	\$1,832,159

Attachment: BOT 05.15.23_Bud Amend Ord Att (O-2023-72 : 2022 Budget Amendment)



**Ordinance No. O-2023-73 : Ordinance Establishing a Public Hearing
Date of July 17, 2023 at 7:30PM for the Proposed 2023 Buffalo
Grove Dundee Road TIF District**

Recommendation of Action

Staff recommends approval.

As a follow up to the Village Board's action authorizing a Tax Increment Financing (TIF) Feasibility/ Eligibility Report (TIF Report), the Village's consultant, SB Friedman, has completed the TIF Report. The TIF report was filed with the Village Clerk's office on May 4, 2023 and is available for viewing by the public on the Village's website. A key next step before the Village Board can take any action on the proposed TIF District is to set a public hearing date. Staff is requesting that the Village Board set July 17, 2023 at 7:30 PM as the public hearing date for the proposed TIF District.

ATTACHMENTS:

- BOT Memo Setting Hearing (DOCX)
- Ordinance Setting Date for Public Hearing 5.9.23 (DOCX)
- Buffalo Grove Dundee Road TIF Plan 2023-05-4 (PDF)

Trustee Liaison

Stein

Staff Contact

Nicole Woods, Community Development

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE



DATE: May 10, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance Establishing a Public Hearing Date for the Proposed 2023 Buffalo Grove Dundee Road TIF District

BACKGROUND

As a follow up to the Village Board's action authorizing a Tax Increment Financing (TIF) Feasibility/Eligibility Report (TIF Report), the Village's consultant, SB Friedman, has completed the TIF Report. The TIF report was filed with the Village Clerk's office on May 4, 2023 and is available for viewing by the public. A copy of the TIF report can also be found on the Village's website www.vbg.org/tif and is attached to this document.

A key next step before the Village Board can take any action on the proposed TIF District is to set a public hearing date. Staff is requesting that the Village Board set July 17, 2023 at 7:30 PM as the public hearing date for the proposed TIF District.

PUBLIC HEARING/JOINT REVIEW BOARD

The Illinois Tax Increment Allocation Redevelopment Act (TIF Act) establishes certain requirements for when the Village can set the required public hearing, so that both the public and the affected taxing bodies have sufficient time to review the TIF Report. As proposed, staff is requesting that the Village Board set July 17, 2023 at 7:30PM as the date for the public hearing.

Prior to the public hearing, the TIF Act also requires that the Village hold a Joint Review Board (JRB) meeting with all affected taxing bodies. These include representatives from:

- Cook County
- Wheeling Township
- Wheeling Township General Assistance
- Wheeling Township Road
- Village of Buffalo Grove
- Buffalo Grove Park District
- Indian Trails Public Library District
- Wheeling Community Consolidated School District 21
- Arlington Heights Township High School District 214
- Harper Community College District 512
- Cook County Forest Preserve
- Metropolitan Water Reclamation District of Greater Chicago
- Northwest Mosquito Abatement District
- Cook County Consolidated Elections District

The role of the JRB is to evaluate the findings of the TIF Report and determine if the redevelopment project area meets the objectives of the TIF Act and the TIF Act's eligibility criteria. Pursuant to the TIF Act, staff will be sending each affected taxing body a copy of the TIF Report, notice of public hearing and notice for JRB meeting. The meeting of the Joint Review Board will be June 20, 2023 at 2:00PM, in the Village Hall of the Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois.

NEXT STEPS

Once the Village Board establishes the public hearing date, the Village will be sending notices to all taxpayers in the proposed TIF, interested parties and all residential addresses within 750' of the proposed TIF Boundary. At the July 17, 2023 public hearing, SB Friedman will make their formal presentation and findings of the TIF report. They will also provide the recommendation from the JRB meeting. The public hearing also allows residents, taxpayers, taxing bodies and other interested parties to provide their comments.

RECOMMENDATION

Staff recommends approval of an Ordinance establishing a public hearing date of July 17, 2023 at 7:30PM at the Village Hall, 50 Raupp Blvd, Buffalo Grove, IL for the proposed 2023 Buffalo Grove Dundee Road TIF District.

ORDINANCE NO.

**AN ORDINANCE CALLING FOR
A PUBLIC HEARING TO CONSIDER THE DESIGNATION OF A REDEVELOPMENT PROJECT AREA AND
THE APPROVAL OF A REDEVELOPMENT PLAN AND PROJECT FOR THE 2023
BUFFALO GROVE DUNDEE ROAD TIF DISTRICT REDEVELOPMENT PROJECT AREA**

WHEREAS, the Village of Buffalo Grove (hereinafter referred to as the “Village”) is considering the designation of a redevelopment project area and the approval of a redevelopment plan and project within the corporate limits of the Village, to be called the 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area (hereinafter referred to as the “TIF District”), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the “TIF Act”); and

WHEREAS, the Village previously authorized the preparation of an eligibility study, and a redevelopment plan and project, relative to the TIF District; and

WHEREAS, on May 4, 2023, the Village made available the redevelopment plan and project for the proposed TIF District (hereinafter referred to as the “TIF Plan”), with said TIF Plan containing an eligibility study for the proposed TIF District (hereinafter referred to as the “Eligibility Study”) addressing the tax increment financing eligibility of the area proposed for the redevelopment project area (hereinafter referred to as the “Redevelopment Project Area”); and

WHEREAS, pursuant to the provisions of Section 5/11-74.4-5(c) of the TIF Act, prior to the adoption of the ordinance designating the Redevelopment Project Area and approving the TIF Plan for the proposed TIF District, the Village must fix a time and place for a public hearing; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village to conduct such public hearing;

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

SECTION 1: That pursuant to the provisions of the TIF Act, the Village Board hereby

designates the date of Monday, July 17, 2023, at the hour of 7:30 p.m. at the Buffalo Grove Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois 60089, for the purpose of conducting a public hearing to hear from any interested persons, taxpayers or affected taxing districts regarding the Redevelopment Project Area and the TIF Plan for the proposed TIF District; said Redevelopment Project Area being legally described on Exhibit A attached hereto and made part hereof.

SECTION 2: That copies of the Eligibility Study and the TIF Plan for the proposed TIF District have been on file in the office of the Village Clerk, and have been available for public inspection during regular Village business hours and also available online on the Village's website, since May 4, 2023.

SECTION 3: That at the public hearing, any interested person, taxpayer or affected taxing district may file with the Village Clerk written comments and/or objections to, and may be heard orally with respect to, any issues embodied in the notice of public hearing attached hereto.

SECTION 4: That a notice setting forth the availability of the Eligibility Study and the TIF Plan for the proposed TIF District, and how to obtain a copy thereof, shall be sent by mail to all residential addresses located outside of the proposed TIF District and within seven hundred fifty (750) feet of the boundaries of the proposed TIF District and to all persons who have registered on the Village's TIF Interested Parties Registry, within a reasonable time after the adoption of this Ordinance, as required by Section 5/11-74.4-5(a) of the TIF Act.

SECTION 5: That a notice of the public hearing shall be sent by certified mail, return receipt requested, addressed to the person(s) in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the project redevelopment area. Also a notice of the public hearing shall be given by publication at least twice, the first publication to be not more than 30 nor less than 10 days prior to the hearing in a newspaper of general circulation within the taxing districts having property in the proposed redevelopment project area. The above notices shall be given all as required by Sections 5/11-74.4-5(b) and 5/11-74.4-6(a), (b) and (c) of the TIF Act, with said notices

being substantially in the form attached hereto as Exhibit B and made part hereof.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this ____ day of May, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of May, 2023.

Eric Smith, Village President

ATTEST:

(SEAL)

Janet Sirabian, Village Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR PROPOSED TIF DISTRICT****COOK COUNTY**

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE

OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road

EXHIBIT B

**NOTICE OF PUBLIC HEARING
VILLAGE OF BUFFALO GROVE
2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT**

Notice is hereby given that a public hearing will be held on July 17, 2023, at 7:30 p.m. in the Village Hall of the Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois, on a proposed Redevelopment Plan, a Redevelopment Project, and a Redevelopment Project Area for a tax increment financing program in Buffalo Grove, Illinois pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act", 65 ILCS 5/11-74.4-1 et. seq., as amended (the "Act").

The proposed RPA is generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road

The legal description of the proposed Redevelopment Project Area is attached and included in this notice.

The proposed Redevelopment Plan provides for the Village of Buffalo Grove to implement a set of actions to facilitate the mixed-use designation meant to allow for a variety of uses throughout the proposed TIF District, in a manner that supports the goals and objectives of other overlapping plans, including the Village's 2009 Comprehensive Plan as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan. The mixed-use designation allows for the following land uses within the RPA: Commercial, Office, Residential, Civic/Cultural, and Public within this Redevelopment Project Area. The contemplated Village of Buffalo Grove actions include, but are not limited to, construction of public improvements, such as streets, sewer and water connections, detention areas, landscape buffers, rehabilitation and demolition of existing structures, job training, interest cost reduction, acquisition, site preparation (including demolition of structures and environmental remediation), and public utility improvements. The Village of Buffalo Grove would realize the goals and objectives of the Redevelopment Plan through public finance techniques including, but not limited to, tax increment allocation financing. A copy of the proposed Redevelopment Plan is on file and is available for public inspection during regular business hours at the Village of Buffalo Grove Village Hall, 50 Raupp Road, Buffalo Grove, Illinois.

Pursuant to the Tax Increment Allocation Redevelopment Act (Ill. Compiled Statutes, Chapter 65, Section 5/11-74.4-5(b)) a Joint Review Board has been established to review findings of eligibility for Tax increment financing for the proposed Redevelopment Project Area. Pursuant to the Act, this Joint Review Board shall consist of a representative of the Village, a public member, and one representative from each of the designated taxing districts with taxing authority for the proposed Redevelopment Project Area. Those tax districts include:

- Cook County
- Wheeling Township
- Wheeling Township General Assistance
- Wheeling Township Road
- Village of Buffalo Grove
- Buffalo Grove Park District

- Indian Trails Public Library District
- Wheeling Community Consolidated School District 21
- Arlington Heights Township High School District 214
- Harper Community College District 512
- Cook County Forest Preserve
- Metropolitan Water Reclamation District of Greater Chicago
- Northwest Mosquito Abatement District
- Cook County Consolidated Elections District

The meeting of the Joint Review Board will be June 20, 2023 at 2:00PM, in the Village Hall of the Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois. The Joint Review Board's recommendation on the proposed Redevelopment Project Area's eligibility for tax increment financing shall be advisory only and shall be adopted by a majority vote. The recommendation must be submitted to the Village of Buffalo Grove within 30 days after the Joint Review Board meeting. Failure of the Joint Review Board to submit its report on a timely basis shall not delay the Public Hearing, nor shall it delay any other step in the process of establishing or amending the Redevelopment Project Area.

At the July 17, 2023 Public Hearing, all interested persons or affected taxing districts and the Illinois Department of Commerce and Community Affairs may file with the Village Clerk written objections to and may be heard orally with respect to any issues regarding the designation of the Redevelopment Project Area and approval of the Redevelopment Project Plan. Written comments are invited and can be sent in advance of the hearing to the Village Clerk, Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois, 60089 or via email to jbrown@vbg.org. The Public Hearing may be adjourned by the Village President and Village Board without further notice other than a motion to be entered upon the minutes of the hearing, fixing the time and place of the subsequent hearing.

Village of Buffalo Grove

Janet Sirabian
Village Clerk

LEGAL DESCRIPTION FOR PROPOSED TIF DISTRICT

COOK COUNTY

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST 28 LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS

SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

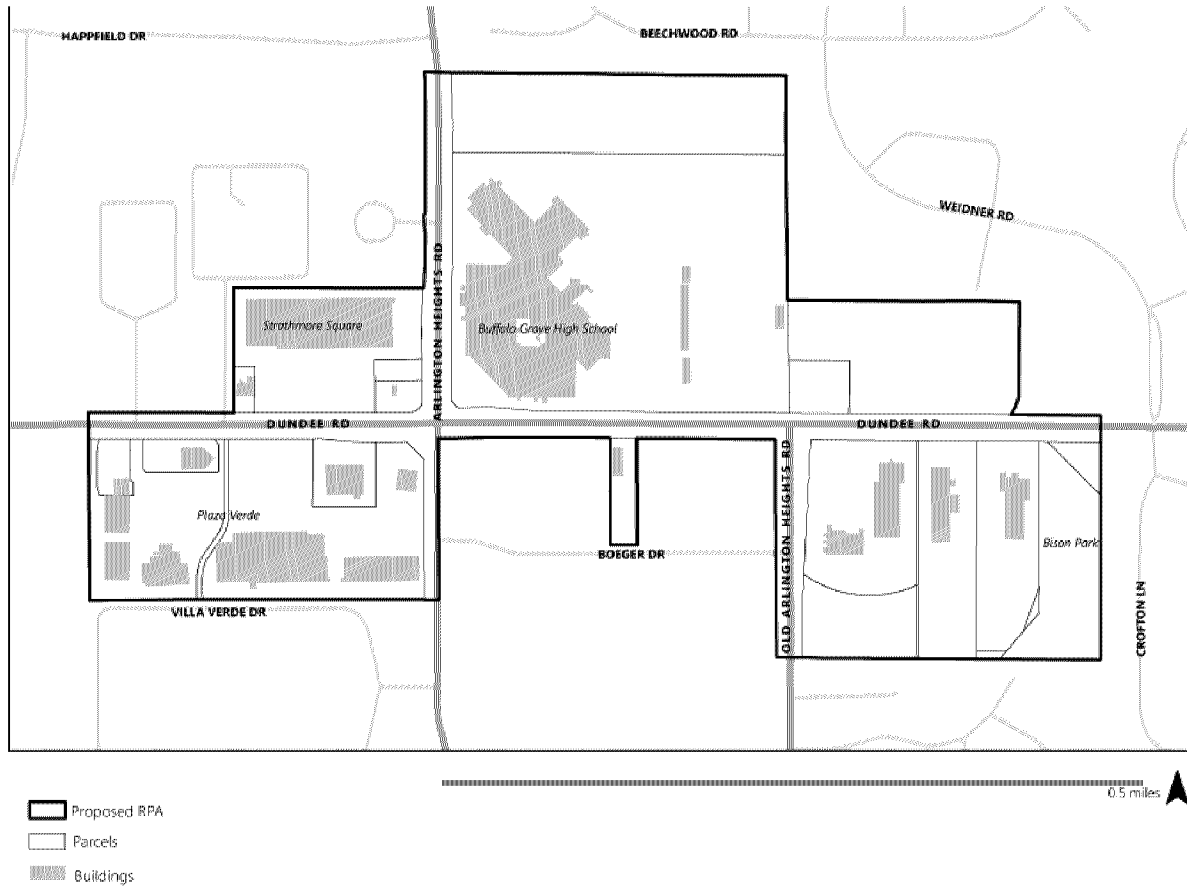
COMMON BOUNDARY DESCRIPTION

Generally described as follows: The proposed TIF District extends east-west along Dundee Road. Most parcels in the proposed TIF District are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road

Property Index Numbers (PINs)

03-08-101-025-0000
03-08-101-020-0000
03-08-101-021-0000
03-08-101-028-0000
03-07-201-029-0000
03-07-201-028-0000
03-07-201-030-0000
03-07-201-022-0000
03-07-201-021-0000
03-07-201-020-0000
03-06-400-025-0000
03-06-400-026-0000
03-06-400-033-0000
03-06-400-059-0000
03-05-302-003-0000
03-05-302-002-0000
03-05-303-029-0000
03-05-303-003-0000
03-08-101-022-0000
03-08-101-023-0000
03-08-101-016-0000
03-08-101-012-0000
03-08-100-008-0000

Proposed TIF District map



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman



VILLAGE OF BUFFALO GROVE, IL

2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area

Tax Increment Financing District

Eligibility Report and Redevelopment Plan and Project

DRAFT REPORT | May 4, 2023



VILLAGE OF BUFFALO GROVE, IL
**2023 Buffalo Grove Dundee Road
TIF District Redevelopment Project Area**

Tax Increment Financing District
Eligibility Report and Redevelopment Plan and Project

May 4, 2023

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VILLAGE OF BUFFALO GROVE, IL
2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area
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1. Introduction

The Village of Buffalo Grove (the "Village") seeks to establish a tax increment financing ("TIF") district to serve as an economic development tool and promote the revitalization of land in the southwestern portion of the Village, along Dundee Road. The Village engaged SB Friedman Development Advisors ("SB Friedman") in February 2023 to conduct a redevelopment project area feasibility study and prepare a redevelopment and project.

This document serves as the Eligibility Report and Redevelopment Plan and Project (together, the "Report") for the proposed 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area ("Dundee Road RPA" or the "RPA"). **Section 2** of the Report, the Eligibility Report, details the eligibility factors found within the proposed RPA in support of its designation as a "conservation area" for improved land, within the definitions set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4--1 et seq., as amended (the "Act"). **Section 3** of this Report, the Redevelopment Plan and Project (the "Redevelopment Plan"), outlines the comprehensive program to revitalize the proposed RPA, as required by the Act.

Redevelopment Project Area

The proposed Dundee Road RPA is located within the Village in Cook County (the "County"), as shown on **Map 1**. The proposed RPA comprises approximately 107 acres of land, including 89 acres within 23 parcels, and 18 acres of right-of-way. The proposed RPA extends east-west along Dundee Road. Most parcels in the proposed RPA are adjacent to two intersections: Dundee Road and Arlington Heights Road, and Dundee Road and Old Arlington Heights Road, as illustrated in **Map 2**. The proposed RPA consists of a mix of commercial, civic/institutional, and open space uses, as shown in **Map 3**. The proposed RPA contains: two shopping centers, each with multiple retail tenants; Buffalo Grove High School, including the school building and recreational amenities that serve the school; four parcels associated with three former auto dealerships that are currently untenanted; Bison Park; and one standalone retail property.

Determination of Eligibility

This Report concludes that the proposed Dundee Road RPA is eligible for designation as a "conservation area" for improved land, per the Act. There are 20 buildings in the proposed RPA, across 12 parcels. For the purposes of analysis, in a previously developed area, parcels that include side yards or parking lots related to an adjacent building are considered "improved". Therefore, all parcels are considered "improved" in this analysis.

CONSERVATION AREA FINDINGS

2022 data from the Cook County Assessor indicated that 15 out of 20 (75%) of the primary structures in the proposed RPA are aged 35 years or older. This satisfies the requirement that 50% or more of the structures in the area have an age of 35 years or more. Further, the following four (4) eligibility factors have been found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration;
2. Inadequate Utilities;

3. Presence of Structures below Minimum Code Standards; and
4. Excessive Vacancies.

These factors are defined under the Act at 65 ILCS 5/11-74.4-3-(a) and (b) and are more fully described in **Appendix 2**.

Based on the age of primary structures in the proposed RPA and the presence of four (4) eligibility factors, the proposed RPA qualifies under a “conservation area” finding (age of structures plus at least three eligibility factors).

SUMMARY OF ELIGIBILITY FINDINGS

SB Friedman found that the proposed RPA qualifies as a “conservation area,” with 75% of the primary structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors were found to be present to a meaningful extent and reasonably distributed within the proposed RPA.

These conditions hinder the potential to redevelop the proposed RPA and capitalize on its unique attributes. The proposed RPA will benefit from a strategy that addresses the challenges of aged structures, inadequate utility infrastructure, deterioration, and excessive vacancies to facilitate the overall improvement of its physical condition.

Redevelopment Plan Goal, Objectives and Strategy

GOAL. The overall goal of the Redevelopment Plan and Project is to reduce or eliminate conditions that qualify the proposed RPA as an improved “conservation area”, and to provide the direction and mechanisms necessary to redevelop the proposed RPA as a vibrant mixed-use district. Redevelopment of the proposed RPA is intended to revitalize the area, strengthen the economic base, and enhance the Village’s overall quality of life.

OBJECTIVES. The following six (6) objectives support the overall goal of revitalization of the proposed RPA:

1. Facilitate the physical improvement and/or rehabilitation of existing structures and façades within the proposed RPA, and encourage the construction of new commercial, residential, civic/cultural, and public development, where appropriate;
2. Foster the replacement, repair, construction and/or improvement of public infrastructure, where needed, to create an environment conducive to private investment;
3. Provide resources for streetscaping, landscaping and signage to improve the image, attractiveness and accessibility of the proposed RPA, create a cohesive identity for the proposed RPA and surrounding area, and provide, where appropriate, for buffering between different land uses and screening of unattractive service facilities such as parking lots and loading areas;
4. Facilitate the assembly and preparation, including demolition and environmental clean-up, where necessary, and marketing of available sites in the proposed RPA for redevelopment and new development by providing resources as allowed by the Act;

5. Support the goals and objectives of other overlapping plans, including the Village of Buffalo Grove Comprehensive Plan published in 2009 (the “2009 Comprehensive Plan”), as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan.
6. Coordinate available federal, state and local resources to further the goals of this Redevelopment Plan and Project.

STRATEGY. Redevelopment and rehabilitation of the proposed RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use TIF, as well as other funding sources, to reinforce and encourage further private investment.

Financial Plan

ELIGIBLE COSTS. The Act outlines several categories of expenditures that can be funded using incremental property taxes. These expenditures, referred to as eligible redevelopment project costs, include all reasonable or necessary costs incurred or estimated to be incurred and any such costs incidental to this Redevelopment Plan pursuant to the Act.

ESTIMATED REDEVELOPMENT PROJECT COSTS. The estimated eligible redevelopment project costs of this Redevelopment Plan are \$95 million¹. The total of eligible redevelopment project costs provides an upper limit on expenditures that are to be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest and other financing costs.

EQUALIZED ASSESSED VALUE OF PROPERTIES IN THE PROPOSED RPA. The 2021 EAV (the most recent year in which assessed values and the equalization factor were available) of all taxable parcels in the proposed RPA is \$22,259,249. By tax year 2046 (collection year 2047), the total taxable EAV for the proposed RPA is anticipated to be approximately \$83 million.

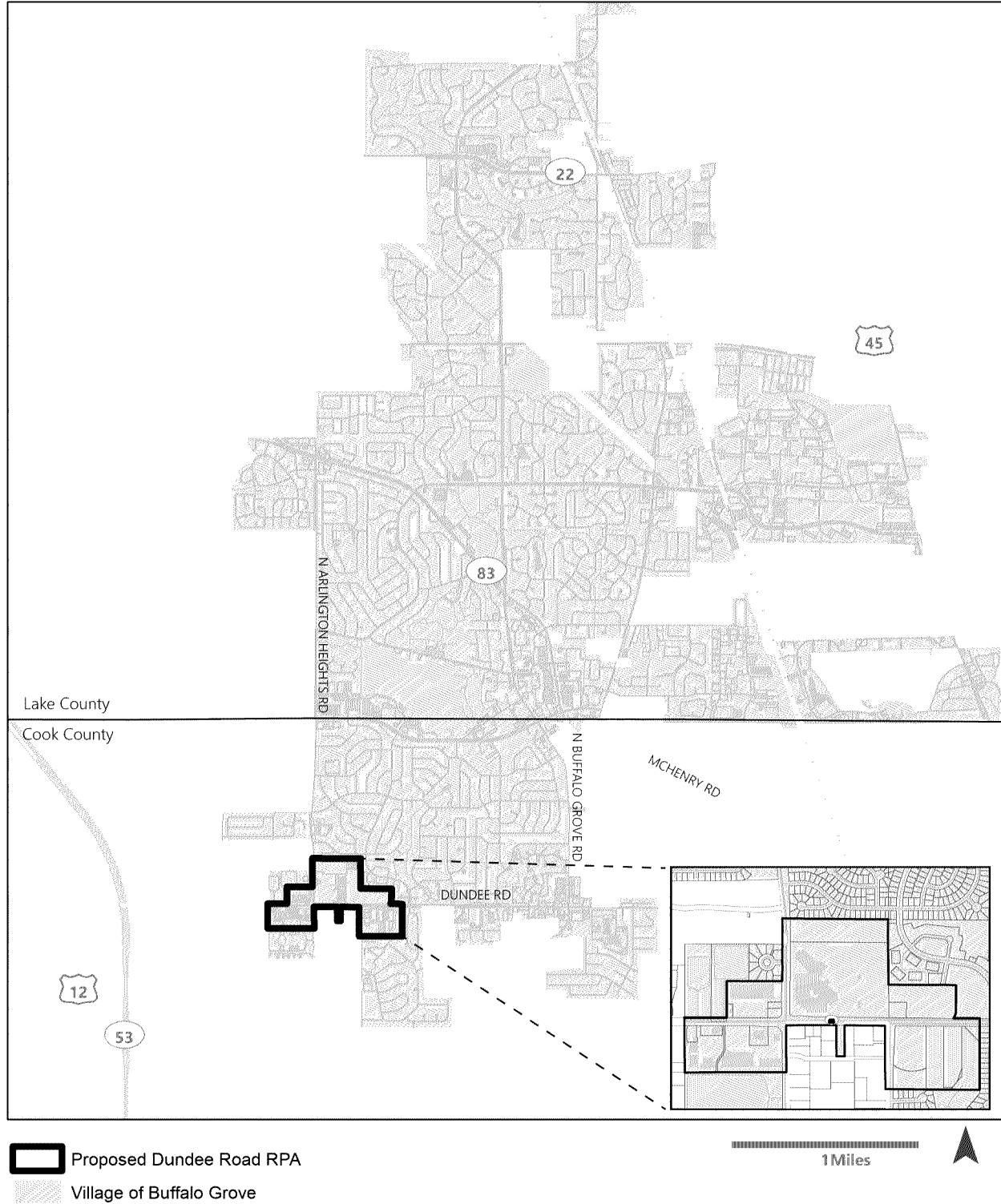
Required Tests and Findings

The required conditions for the adoption of this Redevelopment Plan and Project are found to be present within the proposed Dundee Road RPA:

1. The proposed RPA is approximately 107 acres in size and thus satisfies the requirement that it be at least 1.5 acres;
2. Limited private investment has occurred in the proposed Dundee Road RPA over the last five years;
3. Without the support of public resources, the redevelopment objectives for the proposed RPA would most likely not be realized. Accordingly, “but for” the designation of a TIF district, these projects would be unlikely to occur on their own;
4. The proposed Dundee Road RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project;

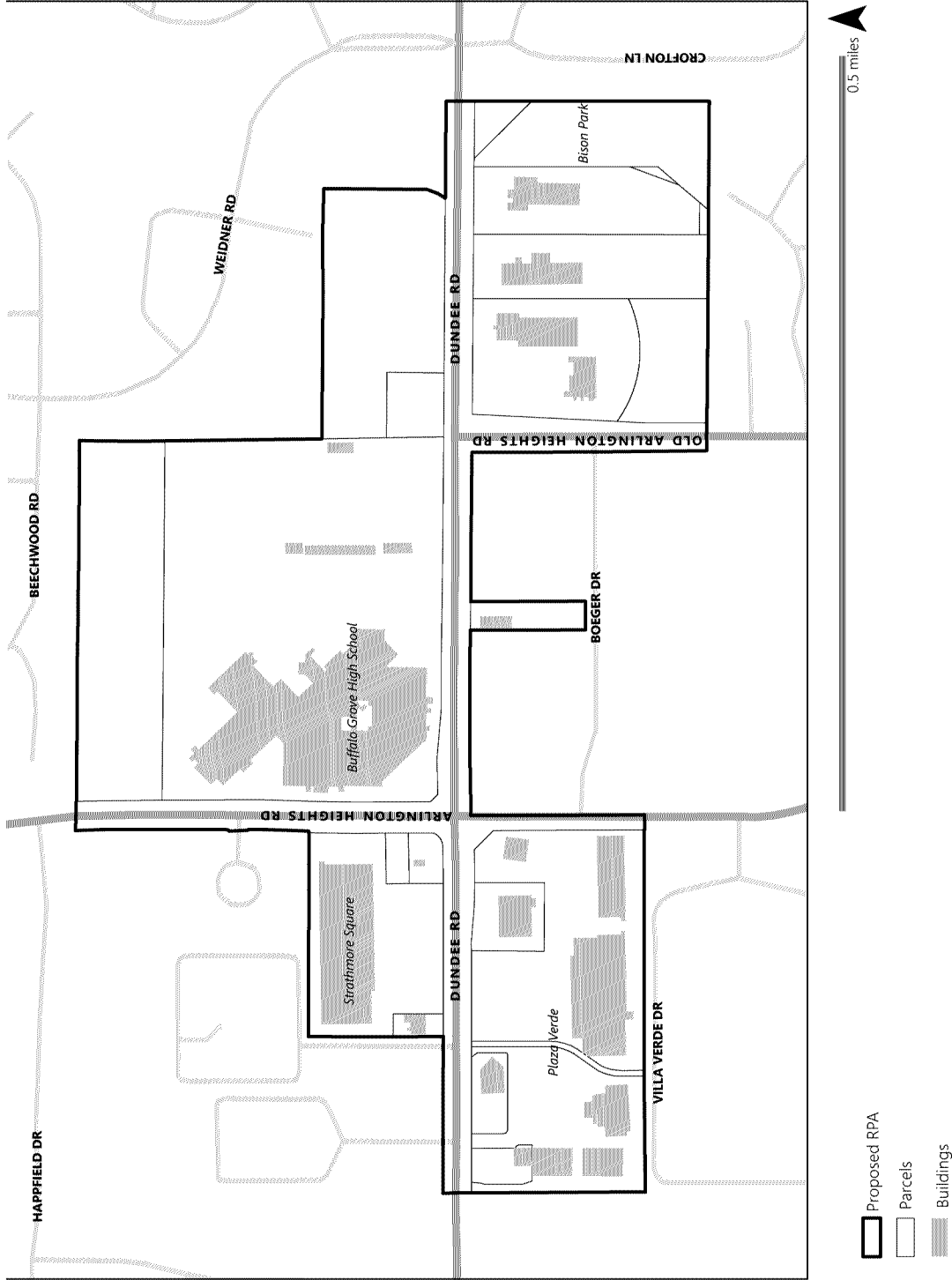
5. The Redevelopment Plan conforms to and proposes land uses that are consistent with the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan, and other relevant plans;
6. The Village certifies that no displacement will occur as a result of activities pursuant to this Redevelopment Plan. Therefore, a Housing Impact Study is not required under the Act; and
7. The Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023.

Map 1: Community Context



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Map 2: Proposed RPA Boundary



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Map 3: Existing Land Use



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

2. Eligibility Report

This report concludes that the proposed Dundee Road RPA is eligible for designation as a “conservation area” for improved land, per the Act.

Provisions of the Illinois Tax Increment Allocation Redevelopment Act

Under the Act, two (2) primary avenues exist to establish eligibility for an area to permit the use of TIF for redevelopment: declaring an area as a “blighted area” and/or a “conservation area.” “Blighted areas” are those improved or vacant areas with blighting influences that are impacting the public safety, health, morals, or welfare of the community, and are substantially impairing the growth of the tax base in the area. “Conservation areas” are those improved areas that are deteriorating and declining and soon may become blighted. A description of the statutory provisions of the Act is provided below.

Factors for Improved Areas

According to the Act, “blighted areas” for improved land must demonstrate at least five (5) of the following eligibility factors, which threaten the health, safety, morals or welfare of the proposed district. “Conservation areas” must have a minimum of 50% of the total structures within the area aged 35 years or older, plus a combination of three (3) or more additional eligibility factors that are detrimental to the public safety, health, morals or welfare, and that could result in such an area becoming a “blighted area.” The following are eligibility factors for improved areas:

- Dilapidation
- Obsolescence
- Deterioration
- Presence of Structures below Minimum Code Standards
- Illegal Use of Individual Structures
- Excessive Vacancies
- Lack of Ventilation, Light or Sanitary Facilities
- Inadequate Utilities
- Excessive Land Coverage and Overcrowding of Structures and Community Facilities
- Deleterious Land Use or Layout
- Environmental Clean-Up
- Lack of Community Planning
- Lack of Growth in EAV

A definition of each factor is provided in **Appendix 2**.

Methodology Overview

SB Friedman conducted the following analyses to determine whether the proposed Dundee Road RPA is eligible for designation as a “conservation area”, per the Act:

- Parcel-by-parcel field observations and photography documenting external property conditions;
- Analysis of historical EAV trends for the last six years (five year-to-year periods) for which data are available and final (2017-2021) from the Cook County Assessor’s Office;
- Review of building age data from the Cook County Assessor’s Office;

- Review of parcel-level GIS shapefile data provided by the County;
- Review of municipal and county codes, building permit records (2018-2022), and code violation records as of February 2023;
- Review of a memorandum provided by the Village regarding locations, ages and conditions of water, stormwater and sanitary sewer infrastructure; and
- Review of current and prior comprehensive plans provided by the Village (from 1973, 1981, 1986, and the current plan from 2009).

SB Friedman examined all parcels for qualification factors consistent with the requirements of the Act. SB Friedman analyzed the presence or absence of each eligibility factor on a building-by-building, parcel-by-parcel basis and/or aggregate basis as applicable. The building and parcel information was then plotted on a map of the proposed RPA to determine which factors were present to a meaningful extent and reasonably distributed throughout the proposed RPA.

Conservation Area Findings

Based upon the conditions found within the proposed RPA at the completion of SB Friedman's research, it has been determined that the land within the proposed RPA meets the eligibility requirements of the Act as a "conservation" area." Of the 20 primary structures in the proposed RPA, 15 primary structures (75%) are 35 years of age or older. SB Friedman's research indicates that the following four (4) factors are present to a meaningful extent and reasonably distributed throughout the proposed RPA:

1. Deterioration
2. Inadequate Utilities
3. Presence of Structures below Minimum Code Standards
4. Excessive Vacancies

Each eligibility factor that is present to a meaningful extent and reasonably distributed throughout the proposed RPA is summarized below. **Map 4** illustrate the distribution of those eligibility factors found to be reasonably distributed on a building-by-building and/or parcel-by-parcel basis within the proposed RPA by highlighting each parcel or building where the respective factors were found to be present to a meaningful degree.

1. DETERIORATION

The Act defines deterioration as defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

Physical deterioration was observed on 19 parcels of 23 parcels (83% of parcels), as shown on **Map 4** below. The most common form of deterioration was on surface improvements, including on parcels and along adjacent rights-of-way. Catalogued surface improvement deterioration included cracks in infrastructure, alligatoring of pavement, and potholes on parking lots, alleys, and roads. There were also seven parcels that exhibited building deterioration, including instances of water damage on building fascia, a broken downspout, a crumbling foundation, and broken windows. Deterioration of buildings and surface improvements can make

it appear as though the proposed RPA lacks investment and can make it more difficult to attract new businesses or consumers. This factor was found to be meaningfully present and reasonably distributed throughout the proposed RPA.

2. INADEQUATE UTILITIES

The Act defines inadequate utilities as underground and overhead utilities, such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electrical services, which are:

1. Of insufficient capacity to serve the uses in the proposed RPA;
2. Deteriorated, antiquated, obsolete or in disrepair; or
3. Lacking within the redevelopment project area.

Based on a memorandum provided by, and conversations with the Village, the stormwater sewer systems throughout the proposed RPA, including both privately and publicly owned infrastructure, are on average 40 years old. None of these systems was designed to current standards, which were adopted in 2014. Based on these conditions, the inadequate utilities factor was found to be present to a meaningful extent and reasonably distributed throughout the proposed RPA.

3. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS

Per the Act, structures below minimum code standards are those that do not meet applicable standards of zoning, subdivision, building, fire and other governmental codes. The principal purpose of such codes is to protect the health and safety of the public, including residents, workers and visitors in the proposed RPA.

The memorandum provided by the Village indicated that the stormwater sewer systems throughout the proposed RPA, which includes both privately and publicly owned infrastructure, are on average 40 years old and were not designed to current 2014 standards. The presence of structures below minimum code standards, and the cost to upgrade “grandfathered” structures to meet modern codes may also reduce the overall competitiveness and economic viability of the area. Thus, we found this factor is present to a meaningful extent and is reasonably distributed throughout the proposed RPA.

4. EXCESSIVE VACANCIES

The Act defines excessive vacancies as the presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies. The proposed RPA contains primarily retail uses, so this section will focus on retail vacancies.

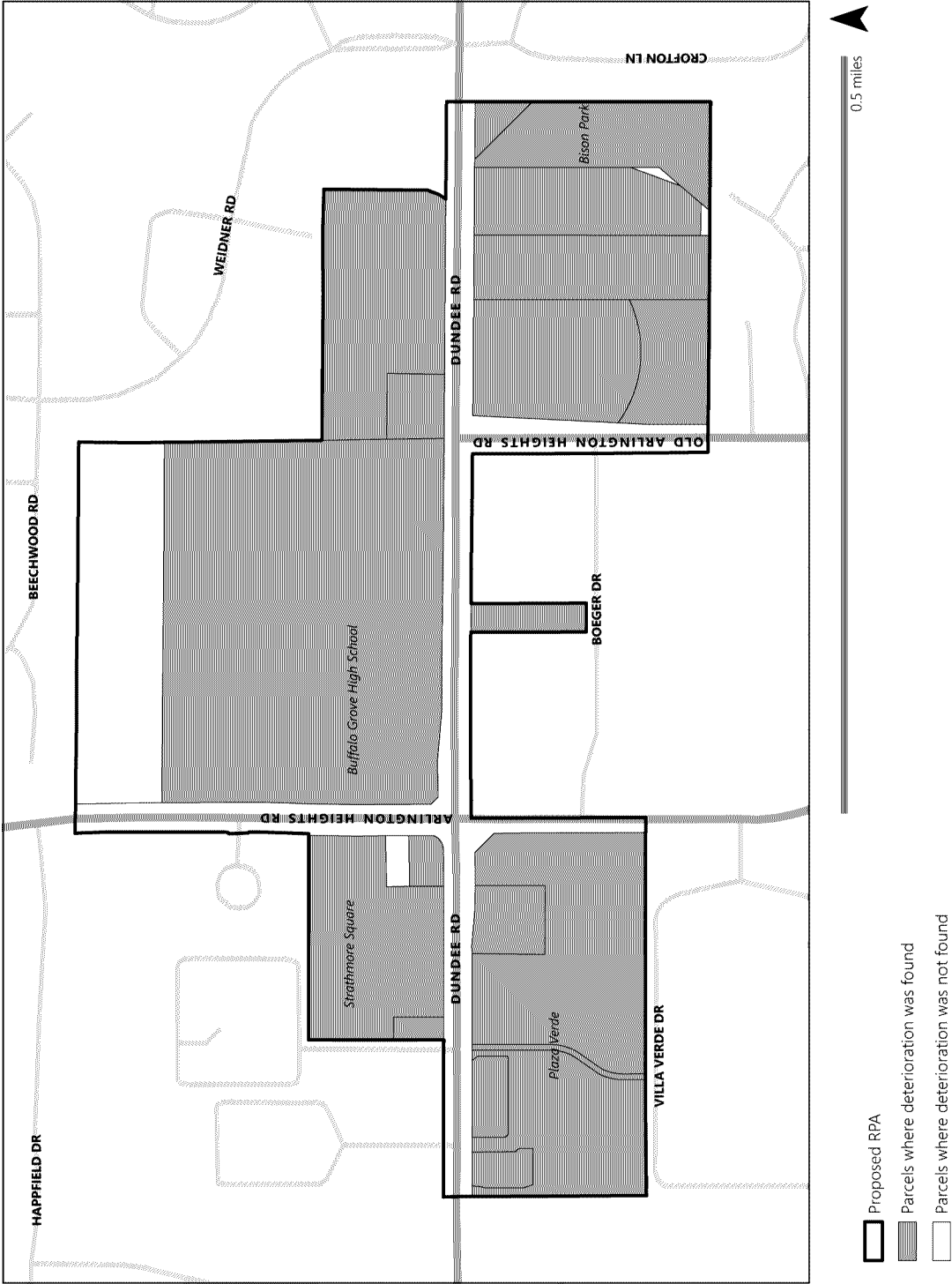
According to CoStar, a commercial real estate data provider, as of March 2023, 13% of the total retail space within the proposed RPA is vacant. This is nearly double the rate of the retail vacancy of the broader market (within a 15-minute drive of the proposed RPA (7%)).

We believe that the proposed RPA’s relatively high retail vacancy represents an adverse influence on the area. This factor was found to be meaningfully present and reasonably distributed throughout the proposed RPA.

Summary of Findings

SB Friedman found that the proposed RPA qualifies to be designated as a “conservation area” for improved land, with 75% of the structures within the proposed RPA at least 35 years of age or older, and four (4) of the thirteen (13) eligibility factors present to a meaningful extent and reasonably distributed within the proposed RPA.

Map 4: Deterioration



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

3. Redevelopment Plan and Project

This document describes the comprehensive redevelopment program proposed to be undertaken by the Village to create an environment in which private investment can reasonably occur. The redevelopment program will be implemented over the 23-year life of the proposed RPA. If a redevelopment project is successful, various new projects will be undertaken that will assist in alleviating blighting conditions and promoting rehabilitation and development in the proposed RPA.

Redevelopment Needs of the Proposed RPA

Currently, the proposed RPA is comprised of parcels that are characterized by a failure to meet current code standards, a lack of private investment, deterioration, inadequate utilities, and aged buildings with excessive vacancies. These conditions reduce the value of the properties in the area and make the proposed RPA less competitive, overall, with property in other communities, thus limiting local area employment and development opportunities, and contributing to the lack of new investment in the proposed RPA.

The existing conditions for the proposed RPA suggest six (6) major redevelopment needs:

1. Capital improvements that further the objectives set forth in this Redevelopment Plan;
2. Site preparation, environmental remediation and stormwater management;
3. Redevelopment of underutilized parcels;
4. Streetscape and infrastructure improvements, including utilities;
5. Rehabilitation of existing buildings; and
6. Resources for commercial, residential, public/private institutional, community facility, park/open space, and utility development.

The goals, objectives and strategies discussed below have been developed to address these needs and facilitate the sustainable redevelopment of the proposed RPA.

GOAL, OBJECTIVES AND STRATEGY

GOAL. The overall goal of the Redevelopment Plan and Project is to reduce or eliminate conditions that qualify the proposed RPA as an improved “conservation area”, and to provide the direction and mechanisms necessary to redevelop the proposed RPA as a vibrant mixed-use district. Redevelopment of the proposed RPA is intended to revitalize the area, strengthen the economic base, and enhance the Village’s overall quality of life.

OBJECTIVES. The following six (6) objectives support the overall goal of revitalization of the proposed RPA:

1. Facilitate the physical improvement and/or rehabilitation of existing structures and façades within the proposed RPA, and encourage the construction of new commercial, residential, civic/cultural and recreational development, where appropriate;
2. Foster the replacement, repair, construction and/or improvement of public infrastructure where needed, including public utilities, public park and recreational facilities, sidewalks,

streets, curbs, gutters, underground water and sanitary systems, and stormwater detention of adequate capacity to create an environment conducive to private investment;

3. Facilitate the renovation or construction of stormwater management systems and flood control within the proposed RPA;
4. Provide resources for streetscaping, landscaping and signage to improve the image, attractiveness and accessibility of the proposed RPA, create a cohesive identity for the RPA and surrounding area, and provide, where appropriate, for buffering between different land uses and screening of unattractive service facilities such as parking lots and loading areas;
5. Facilitate the assembly and preparation, including demolition and environmental clean-up, where necessary, and marketing of available sites in the proposed RPA for redevelopment and new development by providing resources as allowed by the Act; and
6. Support the goals and objectives of other overlapping plans, including the Village's 2009 Comprehensive Plan as well as existing, pending, and subsequent amendments to the 2009 Comprehensive Plan, and coordinate available federal, state and local resources to further the goals of this Redevelopment Plan and Project.

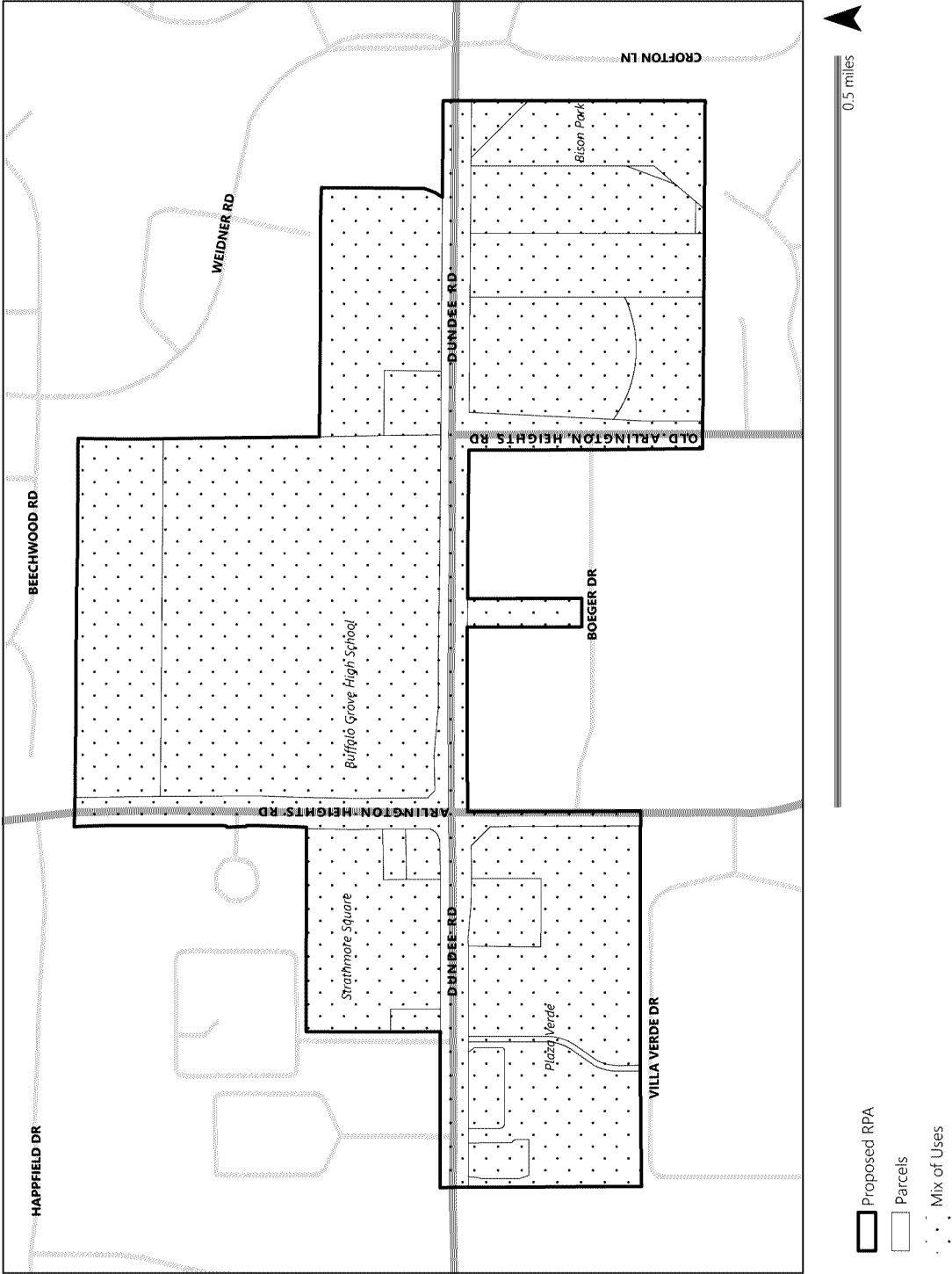
STRATEGY. Redevelopment and rehabilitation of the proposed RPA is to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate additional private investment. The underlying strategy is to use TIF, as well as other funding sources, to reinforce and encourage further private investment.

Proposed Future Land Use

The proposed future land uses within the proposed RPA, as shown in **Map 5**, are consistent with the long-term objective of this Redevelopment Plan. The mixed-use designation is meant to allow for a variety of uses throughout the proposed RPA consistent with the Village's Comprehensive Plan as amended. The mixed-use designation allows for the following uses:

- Commercial
- Office
- Residential
- Civic/Cultural
- Public

Map 5: Proposed Future Land Use



Source: Village of Buffalo Grove, Cook County, Esri, SB Friedman

Financial Plan

ELIGIBLE COSTS

The Act outlines several categories of expenditures that can be funded using tax increment revenues. These expenditures, referred to as eligible redevelopment project costs, include all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. The Village may also reimburse private entities for certain costs incurred in the development and/or redevelopment process. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans and specifications, and implementation and administration of the Redevelopment Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(1).
2. The costs of marketing sites within the proposed RPA to prospective businesses, developers and investors.
3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground-level or below-ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land as more fully set forth in 65 ILCS 5/11-74.4-3(q)(2).
4. Costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(3); and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.
5. Costs of the construction of public works or improvements, subject to the limitations in Section 11-74.4-3(q)(4) of the Act.
6. Costs of job training and retraining projects, including the costs of “welfare to work” programs implemented by businesses located within the proposed RPA, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(5).
7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto.
8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of this Redevelopment Plan.

9. An elementary, secondary or unit school district's increased per pupil tuition costs attributable to net new pupils added to the district living in assisted housing units will be reimbursed, as further defined in the Act.
10. A library district's increased per patron costs attributable to net new persons eligible to obtain a library card living in assisted housing units, as further defined in the Act.
11. Relocation costs to the extent that the municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law, or by Section 11-74.4-3(n)(7) of the Act.
12. Payment in lieu of taxes, as defined in the Act.
13. Costs of job training, retraining, advanced vocational education or career education, including, but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(10).
14. Interest costs incurred by a developer, as more fully set forth in 65 ILCS 5/11-74.4-3(q)(11), related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a. Such costs are to be paid directly from the special tax allocation fund established, pursuant to the Act;
 - b. Such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the developer with regard to the development project during that year;
 - c. If there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d. The total of such interest payments paid, pursuant to the Act, may not exceed thirty percent (30%) of the total of: (i) cost paid or incurred by the developer for the redevelopment project; and (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the municipality, pursuant to the Act;
 - e. For the financing of rehabilitated or new housing for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, the percentage of seventy-five percent (75%) shall be substituted for thirty percent (30%) in subparagraphs 14b and 14d above; and
 - f. Instead of the interest costs described above in paragraphs 14b and 14d, a municipality may pay from tax incremental revenues up to fifty percent (50%) of the cost of construction, renovation and rehabilitation of new housing units (for ownership or rental) to be occupied by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, as more fully described in the Act. If the units are part of a

residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for this benefit under the Act.

Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

If a Special Service Area is established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the proposed RPA for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

ESTIMATED REDEVELOPMENT PROJECT COSTS

The total eligible redevelopment project costs define an upper expenditure limit that may be funded using tax increment revenues, exclusive of capitalized interest, issuance costs, interest, and other financing costs. The totals of line items are not intended to place a limit on the described expenditures. Adjustments to the estimated line-item costs are expected and may be made administratively by the Village without amendment to this Redevelopment Plan, either increasing or decreasing line-item costs because of changed redevelopment costs and needs. Each individual project cost will be re-evaluated in light of projected private development and resulting incremental tax revenues as it is considered for public financing under the provisions of the Act. The estimated eligible costs of this Redevelopment Plan are shown in **Table 3**.

Additional funding in the form of state and federal grants, private developer contributions, and other outside sources may be pursued by the Village as a means of financing improvements and facilities within the proposed RPA.

Table 3: Estimated TIF-Eligible Redevelopment Project Costs

Eligible Expense [1]	Estimated Project Costs
Administration and Professional Service Costs	\$500,000
Site Marketing Costs	\$500,000
Property Assembly and Site Preparation Costs	\$20,000,000
Costs of Building Rehabilitation	\$12,500,000
Costs of Construction of Public Works or Improvements	\$31,000,000
Costs of Job Training or Retraining (Businesses)	\$100,000
Financing Costs	\$100,000
Taxing District Capital Costs	\$10,000,000
Payments in Lieu of Taxes	\$100,000
Costs of Job Training (Community College)	\$100,000
Interest Costs (Developer or Property Owner)	\$100,000
TOTAL REDEVELOPMENT PROJECT COSTS [2] [3] [4]	\$75,000,000

[1] Described in more detail in Eligible Costs Section.

[2] Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest, costs of issuance, and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.

[3] The amount of the Total Redevelopment Project Costs that can be incurred in the proposed RPA may be reduced by the amount of redevelopment project costs incurred in contiguous RPAs, or those separated from the proposed RPA only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the proposed RPA, but may not be reduced by the amount of redevelopment project costs incurred in the proposed RPA that are paid from incremental property taxes generated in contiguous RPAs or those separated from the proposed RPA only by a public right-of-way.

[4] All costs are in 2023 dollars and may be increased by 5% after adjusting for annual inflation reflected in the Consumer Price Index (CPI), published by the U.S. Department of Labor. In addition to the above stated costs, each issue of obligations issued to finance a phase of the Redevelopment Plan and Project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations, including interest costs.

PHASING, SCHEDULING OF THE REDEVELOPMENT, AND ESTIMATED DATES OF COMPLETION

Each private project within the proposed RPA receiving TIF benefits shall be governed by the terms of a written redevelopment agreement entered into by a designated developer and the Village of Buffalo Grove. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs are estimated to be retired, no later than December 31 of the year in which the payment to the Village provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving this proposed RPA is adopted. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023.

SOURCES OF FUNDS TO PAY COSTS

Funds necessary to pay for redevelopment project costs and/or municipal obligations, which may be issued or incurred to pay for such costs, are to be derived principally from tax increment revenues and/or proceeds from municipal obligations, which have as a repayment source tax increment revenue. To secure the issuance of these obligations and the developer's performance of redevelopment agreement obligations, the Village may require the utilization of guarantees, deposits, reserves, and/or other forms of security made available by private sector developers. The Village may incur redevelopment project costs that are paid from the funds of the Village other than incremental taxes, and the Village then may be reimbursed for such costs from incremental taxes.

The tax increment revenue, which will be used to fund tax increment obligations and eligible redevelopment project costs, shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase of the current EAV of each taxable lot, block, tract or parcel of real property in the proposed RPA over and above the certified initial EAV of each such property.

Other sources of funds, which may be used to pay for development costs and associated obligations issued or incurred, include land disposition proceeds, state and federal grants, investment income, private investor and financial institution funds, and other sources of funds and revenues as the municipality and developer may deem appropriate.

The proposed RPA may be or become contiguous to or be separated only by a public right-of-way from, other redevelopment areas created under the Act (65 ILCS 5/11 74.4 4 et. seq.). The Village may utilize net incremental property tax revenues received from the proposed RPA to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the proposed RPA made available to

support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the proposed RPA, shall not at any time exceed the Total Redevelopment Project Costs described in **Table 3** of this Redevelopment Plan.

ISSUANCE OF OBLIGATIONS

To finance project costs, the Village may issue bonds or obligations secured by the anticipated tax increment revenue generated within the proposed RPA, or such other bonds or obligations as the Village may deem as appropriate. The Village may require the utilization of guarantees, deposits or other forms of security made available by private sector developers to secure such obligations. In addition, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

All obligations issued by the Village pursuant to this Redevelopment Plan and the Act shall be retired within the timeframe described under “Phasing, Scheduling of the Redevelopment, and Estimated Dates of Completion” above. Also, the final maturity date of any such obligations that are issued may not be later than 20 years from their respective dates of issue. One or more of a series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the Village shall not exceed the amounts available from tax increment revenues, or other sources of funds, if any, as may be provided by ordinance. Obligations may be of parity or senior/junior lien nature. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund or optional redemptions.

In addition to paying redevelopment project costs, tax increment revenues may be used for the scheduled and/or early retirement of obligations, and for reserves and bond sinking funds.

MOST RECENT EQUALIZED ASSESSED VALUE OF PROPERTIES IN THE PROPOSED RPA

The purpose of identifying the most recent EAV of the proposed RPA is to provide an estimate of the initial EAV for the purpose of annually calculating the incremental EAV and incremental property taxes of the proposed RPA. The 2022 EAV (the most recent year in which final assessed values and equalization factor were available) of all taxable parcels in the proposed RPA is approximately \$28,600,000. This total EAV amount by property index number (“PIN”) is summarized in **Appendix 4**. The EAV is subject to verification by the Cook County Assessor’s Office. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the “Certified Initial EAV” from which all incremental property taxes in the proposed RPA will be calculated by the County.

ANTICIPATED EQUALIZED ASSESSED VALUE

By tax year 2046 (collection year 2047), the total taxable EAV for the proposed RPA is anticipated to be approximately \$83 million.

Impact of the Redevelopment Project

This Redevelopment Plan is expected to have short- and long-term financial impacts on the affected taxing districts. During the period when TIF is utilized, real estate tax increment revenues from the increases in EAV over and above the Certified Initial EAV (established at the time of adoption of this document) may be used

to pay eligible redevelopment project costs for the proposed RPA. To the extent that real property tax increment is not required for such purposes, revenues shall be declared surplus and become available for distribution annually to area taxing districts in the manner provided by the Act. At the time when the proposed RPA is no longer in place under the Act, the real estate tax revenues resulting from the redevelopment of the proposed RPA will be distributed to all taxing district levying taxes against property located in the proposed RPA. These revenues will then be available for use by the affected taxing districts.

DEMAND ON TAXING DISTRICT SERVICES AND PROGRAMS TO ADDRESS FINANCIAL AND SERVICE IMPACT

In 1994, the Act was amended to require an assessment of any financial impact of a redevelopment project area on, or any increased demand for service from, any taxing district affected by the redevelopment plan, and a description of any program to address such financial impacts or increased demand.

Replacement underutilized buildings and sites with active and more intensive uses may result in additional demands on services and facilities provided by the districts. Given the preliminary nature of this Redevelopment Plan, specific fiscal impacts on the taxing districts and increases in demand for services provided by those districts cannot accurately be assessed within the scope of this Plan. At this time, no special programs are proposed for these taxing districts. The Village intends to monitor development in the area and should demand increase, the Village intends to work with the affected taxing districts to determine what, if any, program is necessary to provide adequate services.

The following taxing districts presently levy taxes on properties within the proposed RPA:

- Cook County
- Cook County Consolidated Elections District
- Cook County Forest Preserve
- Wheeling Township
- Wheeling Township General Assistance
- Wheeling Township Road
- Village of Buffalo Grove
- Wheeling Community Consolidated School District 21
- Arlington Heights Township High School District 214
- Harper Community College District 512
- Buffalo Grove Park District
- Metropolitan Water Reclamation District of Greater Chicago
- Northwest Mosquito Abatement District
- Indian Trails Public Library District

Required Tests and Findings

As a part of establishing the proposed RPA, the following additional findings must be made:

FINDING 1: LACK OF GROWTH AND DEVELOPMENT THROUGH PRIVATE INVESTMENT

The Village is required to evaluate whether the proposed RPA has been subject to growth and development through private investment and must substantiate a finding of lack of such investment. Limited private investment has occurred in the proposed RPA during the past five years (2017-2022), as demonstrated by the following:

- LIMITED CONSTRUCTION-RELATED PERMIT ACTIVITY.** Building permit data provided by the Village indicates there has only been limited private investment in the proposed RPA in the last five years. Since 2018, the Village has issued building permits associated with approximately \$2.8 million of improvements in the proposed RPA. Larger projects included interior remodels, surface area improvements, and minor exterior improvements. There were no new construction projects during that time. Thus, the proposed RPA has not been subject to growth and development through investment by private enterprise.

***Finding:** The proposed RPA, on the whole, has not been subject to growth and development through investment by private enterprise.*

FINDING 2: “BUT FOR...” REQUIREMENT

The Village is required to find that the proposed RPA would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan.

Without the support of public resources, the redevelopment objectives for the proposed RPA would most likely not be realized. The investments required to update and maintain buildings exhibiting deterioration, inadequate utilities, excessive vacancies, and structures that are below minimum code throughout the proposed Dundee Road RPA are extensive and costly, and the private market, on its own, has shown little ability to absorb all of these costs. Public resources to assist with public improvements and project-specific development costs are essential to leverage private investment and facilitate area-wide redevelopment.

***Finding:** But for the adoption of this Redevelopment Plan, critical resources will be lacking to support the redevelopment of the proposed RPA, and the proposed RPA would not reasonably be anticipated to be developed.*

FINDING 3: CONTIGUITY

No redevelopment project area can be designated unless a plan and project are approved prior to the designation of the area; and the area can only include those contiguous parcels that are to be substantially benefited by the proposed redevelopment project improvements.

***Finding:** The proposed RPA includes only those contiguous parcels of real property that are expected to benefit substantially from the proposed Redevelopment Plan and Project.*

FINDING 4: CONFORMANCE TO THE PLANS OF THE VILLAGE

The Redevelopment Plan and Project must conform to the comprehensive plan for the development of the municipality as a whole.

All aspects of this Redevelopment Plan are in agreement with, but subservient to, the 2009 Comprehensive Plan, as well as existing, pending, and subsequent amendments to that plan, which include the proposed RPA.

***Finding:** This Redevelopment Plan conforms to and proposes predominant land uses that are consistent with the Village's Comprehensive Plan.*

FINDING 5: HOUSING IMPACT AND RELATED MATTERS

As set forth in the Act, if a redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, the municipality must prepare a Housing Impact Study and incorporate the study into the Redevelopment Plan and Project document.

***Finding:** SB Friedman found that there are no housing units within the proposed RPA. The Village hereby certifies that no displacement will occur as a result of activities pursuant to this Redevelopment Plan. Therefore, a Housing Impact Study is not required under the Act.*

FINDING 6: ESTIMATED DATES OF COMPLETION

As set forth in the Act, the redevelopment plan must establish the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs.

***Finding:** The estimated dates of completion of the project and retirement of obligations are described in "Phasing and Scheduling of the Redevelopment" above. This Redevelopment Plan is estimated to be completed, and all obligations issued to finance redevelopment costs shall be retired no later than December 31, 2047, if the ordinances establishing the proposed RPA are adopted during 2023..*

Provisions for Amending Action Plan

This Redevelopment Plan and Project document may be amended pursuant to the provisions of the Act.

Commitment to Fair Employment Practices and an Affirmative Action Plan

The Village of Buffalo Grove hereby affirms its commitment to fair employment practices and an affirmative action plan.

Appendix 1: Limitations of the Eligibility Report and Consultant Responsibilities

The Eligibility Report covers events and conditions that were determined to support the designation of the proposed Redevelopment Project Area ("RPA" or "TIF District") as a "conservation area" under the Act at the completion of our field research in February 2023 and not thereafter. These events or conditions include, without limitation, governmental actions and additional developments.

This Eligibility Report, Redevelopment Plan and Project, (the "Report") summarizes the analysis and findings of the consultant's work, which, unless otherwise noted, is solely the responsibility of SB Friedman. The Village is entitled to rely on the findings and conclusions of the Report in designating the proposed RPA as a redevelopment project area under the Act. SB Friedman has prepared the Report with the understanding that the Village would rely: (1) on the findings and conclusions of this Redevelopment Plan in proceeding with the designation of RPA and the adoption and implementation of this Redevelopment Plan; and (2) on the fact that SB Friedman has obtained the necessary information including, without limitation, information relating to the equalized assessed value of parcels comprising the proposed RPA, so that the Report will comply with the Act and that the proposed RPA can be designated as a redevelopment project area in compliance with the Act.

The Report is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the Report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved will necessarily vary from those described in our Report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the Report to reflect events or conditions which occur subsequent to the date of the Report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates and other market factors. However, we will be available to discuss the necessity for revision in view of changes in economic or market factors.

Preliminary Tax Increment Financing (TIF) projections were prepared for the purpose of estimating the approximate level of increment that could be generated by proposed projects and other properties within the proposed TIF District boundary and from inflationary increases in value. These projections were intended to provide an estimate of the final equalized assessed value (EAV) of the proposed TIF District.

As such, our report and the preliminary projections prepared under this engagement are intended solely for the Village's information, for the purpose of establishing a TIF District. These projections should not be relied upon for purposes of evaluating potential debt obligations or by any other person, firm or corporation, or for any other purposes. Neither the Report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan or other agreement or document intended for use in obtaining funds from individual investors, without prior written consent.

Appendix 2: Glossary

Factors for Improved Land

Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.

Deterioration. With respect to buildings, defects including but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

Presence of Structures below Minimum Code Standards. All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

Illegal Use of Individual Structures. The use of structures in violation of the applicable federal, state or local laws, exclusive of those applicable to the *Presence of Structures below Minimum Code Standards*.

Excessive Vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

Lack of Ventilation, Light or Sanitary Facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Inadequate Utilities. Underground and overhead utilities, such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

Excessive Land Coverage and Overcrowding of Structures and Community Facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem

conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

Deleterious Land Use or Layout. The existence of incompatible land use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive or unsuitable for the surrounding area.

Environmental Clean-Up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by state or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Lack of Community Planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

Lack of Growth in Equalized Assessed Value. The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated; or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

Appendix 3: Proposed Dundee Road RPA Boundary Legal Description

OF PROPERTY DESCRIBED AS:

THAT PART OF SECTION 5, 6, 7 AND 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF DUNDEE ROAD AND THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE WEST LINE OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH ALONG LAST SAID WEST LINE TO THE NORTH LINE OF SAID DUNDEE ROAD; THENCE EAST ALONG SAID NORTH LINE OF DUNDEE ROAD TO THE EAST LINE OF THE WEST 200.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH ALONG LAST SAID EAST LINE TO THE SOUTH LINE OF THE NORTH 470.0 FEET OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE EAST ALONG LAST SAID SOUTH LINE TO THE WEST LINE OF ARLINGTON HEIGHTS ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 IN STRATHMORE WEST SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20142938 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF ARLINGTON HEIGHTS ROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 19834936 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG LAST SAID SOUTH LINE OF ARLINGTON HILLS IN BUFFALO GROVE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH ALONG LAST SAID EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF CHATHAM SUBDIVISION UNIT NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 85262907 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG THE SOUTH LINE OF LAST SAID CHATHAM SUBDIVISION UNIT NO. 4 TO THE WESTERN MOST CORNER OF DELACOURTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 98513157 IN COOK COUNTY, ILLINOIS; THENCE EAST ALONG A SOUTH LINE OF SAID DELACOURTE SUBDIVISION TO A BEND IN THE WEST LINE OF SAID DELACOURTE SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID DELACOURTE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID DELACOURTE SUBDIVISION BEING ALSO THE NORTH LINE OF DUNDEE ROAD; THENCE EAST ALONG THE NORTH LINE OF DUNDEE ROAD TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL CREEK UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20937795 IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID WEST

LINE OF MILL CREEK UNIT ONE SUBDIVISION TO THE SOUTH LINE OF GRAND SPAULDING DODGE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23752075 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF SAID GRAND SPAULDING DODGE SUBDIVISION AND ALSO THE SOUTH LINE OF GRAND SPAULDING DODGE RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25344703, IN COOK COUNTY, ILLINOIS AND ALSO THE SOUTH LINE OF CRYSLER REALTY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 88224282, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF OLD ARLINGTON HEIGHTS ROAD, BEING ALSO THE EAST LINE OF FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG LAST SAID WEST LINE OF OLD ARLINGTON HEIGHTS ROAD TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE NORTHEAST CORNER OF LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 12703394, IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF LOT 7 IN SAID FREEDOM SMALL FARMS SUBDIVISION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7 IN FREEDOM SMALL FARMS SUBDIVISION TO THE SOUTH LINE OF DUNDEE ROAD; THENCE WEST ALONG THE SOUTH LINE OF DUNDEE ROAD TO THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH ALONG THE CENTERLINE OF ARLINGTON HEIGHTS ROAD TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF BARBARA RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 00818536, IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE SOUTH LINE OF PLAZA VERDE UNIT ONE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23237770, IN COOK COUNTY, ILLINOIS TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7 TO THE CENTERLINE OF DUNDEE ROAD BEING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Appendix 4: List of PINs in Proposed Dundee Road RPA

Record #	PIN	Est 2022 EAV
1	03-08-101-025-0000	\$2,574,668
2	03-08-101-020-0000	\$1,557,693
3	03-08-101-021-0000	\$1,778,361
4	03-08-101-028-0000	\$503,478
5	03-07-201-029-0000	\$1,475,773
6	03-07-201-028-0000	\$2,448,999
7	03-07-201-030-0000	\$395,906
8	03-07-201-022-0000	\$7,329,080
9	03-07-201-021-0000	\$1,402,660
10	03-07-201-020-0000	\$169,559
11	03-06-400-025-0000	\$7,255,070
12	03-06-400-026-0000	\$749,996
13	03-06-400-033-0000	\$161,098
14	03-06-400-059-0000	\$327,718
15	03-05-302-003-0000	\$0
16	03-05-302-002-0000	\$0
17	03-05-303-029-0000	\$0
18	03-05-303-003-0000	\$0
19	03-08-101-022-0000	\$0
20	03-08-101-023-0000	\$0
21	03-08-101-016-0000	\$0
22	03-08-101-012-0000	\$0
23	03-08-100-008-0000	\$493,944
TOTAL		\$28,624,003

Source: Cook County, SB Friedman



Ordinance No. O-2023-74 : Approval of Contract Between the Village and Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF, AFL-CIO, CLC for the Period of May 1, 2020 - April 30, 2023

Recommendation of Action

Staff recommends the Village Board authorize Village Manager Bragg to sign the attached agreement.

A memo summarizing the changes, a red-line copy of the agreement, and the final agreement are all attached for review. The final agreement was ratified by the union on April 30, 2023.

ATTACHMENTS:

- IAFF 2023 Contract Summary of Changes (DOCX)
- IAFF Collective Bargaining Agreement Ordinance (DOCX)
- Final Redline for IAFF 4.19.23 (DOCX)
- Final 2023 -2025 IAFF CBA (no redline) (PDF)

Trustee Liaison
Ottenheimer

Staff Contact
Arthur a Malinowski, Human Resources

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE

Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2196
Phone 847-459-2517
FAX 847-459-7906



May 9, 2023

Agreement Between The Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF

Summary of Changes

1. Two-Year Agreement: May 1, 2023, through April 30, 2025.
2. Section 4.7 – Drug and Alcohol Testing Policy: The Drug and Alcohol Testing policy was updated to comply with federal DOT standards and includes standards for reasonable suspicion testing.
3. Section 6.1 – Salaries: Wages were updated to reflect the proposed new wages for employees of the bargaining unit, which includes a 2% increase for Firefighter/Paramedic and a 2.5% increase for Fire Lieutenant/Paramedic and Fire Lieutenant/Non-Paramedic.
4. Section 6.2 - Wage and Benefit Reopener: Affirmation that wages for the period of May 1, 2024, through April 30, 2025, will be negotiated separately via a wage reopener.
5. Section 6.3 – Overtime C: Language was updated to include all Village recognized holidays for hirebacks and forcebacks.
6. Section 6.6 – Temporary Assignment to Higher Level Position: Textual edits to clarify 5% is 10 steps within the village's pay plan.
7. Section 7.2 – Holidays: Language was updated to include all Village recognized holidays for duty trades.
8. Section 7.3 – Kelly Days: One (1) Kelly Day was added to their calendar year.
9. Section 7.4 – Sick Leave: One (1) sick day was added to their sick leave accrual for their calendar year.
10. Section 7.12 – Compensatory Time: BGFP SOP 101.15 was updated to reflect a reduction in the cap for compensatory time.
11. Section 15.1 – Duration of Agreement: Textual edit to reflect the current agreement timeline.
12. Appendix A – Drug and Alcohol Testing: The drug/alcohol testing forms were updated to be consistent with the language in the drug and alcohol policy.
13. Entire Document – Amended certain language to reflect current policies, practices, and terminology more accurately.

Attachment: IAFF 2023 Contract Summary of Changes (O-2023-74 : IAFF Contract)

ORDINANCE NO. 2023- _____

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COLLECTIVE
BARGAINING AGREEMENT WITH THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION, LOCAL 3177, IAFF, AFLO-CIO, CLC**

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

WHEREAS, in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with The Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFLO-CIO, CLC; and

WHEREAS, the resultant Agreement and its Exhibit, attached hereto, constitute the complete and entire Agreement between the Village of Buffalo Grove and The Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFLO-CIO, CLC and concludes collective bargaining between parties for the term May 1, 2023, through April 30, 2025.

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

Section 1. The President and the Board of Trustees hereby accept the terms of the attached Collective Bargaining Agreement.

Section 2. The Village Manager is authorized to enter into the Agreement with The Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFLO-CIO, CLC.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023. APPROVED: _____, 2023.

Village President

ATTEST:

Village Clerk

Attachment: IAFF Collective Bargaining Agreement Ordinance (O-2023-74 : IAFF Contract)

AN AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION
LOCAL 3177, IAFF, AFL-CIO, CLC
MAY 1, 2023~~0~~ THROUGH APRIL 30, 2025~~3~~

Attachment: Final Redline for IAFF 4.19.23 (O-2023-74 : IAFF Contract)

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AGREEMENT

This Agreement is made and entered into by and between the Village of Buffalo Grove, Illinois (hereinafter referred to as the “Village”), and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, of the International Association of Fire Fighters, AFL-CIO, CLC, (hereinafter referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire Agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

The Union agrees that its membership is committed to excellence in carrying out the duties and mission of the fire department and the Union executive board agrees it has a duty to address substandard performance among its members.

Now, therefore, the parties agree as follows:

ARTICLE I

Section 1.1 Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative for all full time Firefighter/Paramedics and Lieutenants employed by the Village of Buffalo in the classifications or ranks of Firefighter/Paramedics and Lieutenants, but excluding Deputy Fire Chiefs, Battalion Chiefs, managerial, all part time or temporary employees, all civilian employees, and all other employees of the Department and the Village.

Section 1.2 Fair Representation.

The Union recognizes its responsibility as bargaining agent, and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability, (monetary or otherwise). In addition, the Union shall be responsible for paying all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation, although indemnification shall not be extended due to errors that are solely the fault of the Village.

Section 1.3 Non-Discrimination.

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, Union membership or non-membership or political affiliation. Any formal dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 1.4 Gender.

In this Agreement, all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

ARTICLE II**Section 2.1 Use of Bulletin Board.**

The Village will allow the Union to place a bulletin board in the bunk rooms of each fire station for the posting of official Union notices of a non-partisan, non-derogatory nature. The Union will limit the posting of Union notices to such bulletin boards.

ARTICLE III**Section 3.1 Management Rights.**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees to make and implement decisions with respect to the operation and the management of its operations, in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment, and

to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change these standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether the services to be provided by employees covered by this Agreement, or by other employees, or non-employees not covered by this Agreement; to determine whether services may be contracted or sub-contracted out; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to the grievance and arbitration procedure); to enforce and alter those provisions covered under the Village of Buffalo Grove Personnel Rules, to enforce and alter the Buffalo Grove Fire Department Standard Operating Procedures Manual and Fire Department Rules and Regulations; to evaluate employees; to discipline, suspend, and discharge employees for just cause (probationary employees for any reason with or without cause) in accordance with the Fire Department rules and policies, the Board of Fire and Police Commission rules and regulations, and the Illinois Board of Fire and Police Commissioners Act; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed, written provisions of this Agreement.

Section 3.2 Contracting Out.

No employee shall be laid off as the direct result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. If subcontracting is a factor in the decision not to hire additional Village employees as firefighter/paramedics, the Village will give the Union at least ninety (90) days advance notice of the effective date of the decision. The Village will discuss the issue with the Union.

Additionally, current staffing levels of employees covered by this Agreement will not be subject to subcontracting decisions by the Village. Only additional staffing needs above the current staffing levels may be considered by the Village and Department from time to time will be subject to subcontracting.

Section 3.3 Precedence of Agreement.

If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or law or a written rule, regulation, directive, policy, or procedure which may be in effect from time to time, the specific provision(s) of this Agreement for its duration, shall take precedence except as prohibited by law.

ARTICLE IV

Section 4.1 Safety Committee.

The Village and the Union recognize the importance of maintaining a Fire Department Safety Committee to address safety issues within the Department and to promote the safety, welfare and physical wellbeing of all Fire Department personnel.

The Safety Committee shall be comprised of up to five (5) members, at least four (4) of which will be represented by Local 3177, –and one (1) Battalion Chief (Safety Officer). The Fire Department Safety Officer shall serve as Chairman. At least one member shall be appointed by the Union.

Section 4.2 Standard Operating Procedures Committee.

The SOP Committee has the responsibility to make any recommendations to the Fire Chief for changes in the SOP manual as necessary, but only in the form of recommendations which may or may not be accepted by the Fire Chief. The purpose of this Committee will be to complete the review of the SOP manual and divide it into “Standard Operating Procedures” (SOPs).

The Committee will remain idle until such time the Fire Chief deems it necessary to review a particular SOP. At no time will the SOP Committee be charged with the review or consideration of SOPs that involve mandatory subjects of bargaining. Those items will be addressed through the Labor Management Committee as established in Section 4.3 of this Agreement, or through the normal negotiation process at the end of any Agreement.

Section 4.3 Labor-Management Committee.

The Village and Union recognize the need to communicate on a regular basis throughout the term of this Agreement. In order to facilitate an open and candid exchange of information, a Labor-Management Committee will be the forum for these communications. The purpose of the Committee is to establish a regular pattern of meetings to discuss issues of mutual concern.

The Labor-Management Committee may be comprised of the following:

For the Village -- Fire Chief, Deputy Chief(s), Battalion Chiefs, EMS Educator/Coordinator, Fire Department Management Analyst, Village Manager, Director of Human Resources, and Director of Finance.

For the Union -- Union President, Vice-President, Secretary, three (3) Shift Stewards and Lieutenant representative.

The Committee shall meet at least four (4) times in a calendar year unless the parties mutually agree to meet more or less. If any Labor-Management Committee meeting is scheduled during work hours of an employee, such employee(s) shall be released from duty to attend such meeting without loss of pay.

The Labor-Management Committee process shall include the opportunity for the Union President, Fire Chief or Village Manager to schedule a meeting, the purpose of which will be to discuss issues affecting members of the bargaining unit with members of Village and Department senior staff. This meeting is to be facilitated by the Village Manager and Director of Human Resources.

Section 4.4 Promulgation of New or Revised Rules.

The Fire Department agrees to notify the Union in advance of promulgating or implementing any new or revised rules and regulations or Board of Police and Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Relations Act. Such notice shall be afforded sufficiently in advance of the purpose and effective date of the proposed change (and at least ten (10) calendar days) to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

Section 4.5 Wellness/Fitness Program.

The Village and Union agree that both parties will support a proactive mandatory wellness/physical fitness program. Both parties agree that the program is to improve the quality of life of all personnel. This program will be administered in accordance with SOP 102.02 Member Health and Safety – Physical Fitness Program.

Section 4.6 Return to Work After Illness/Injury.

All employees returning to work after injury or illness situations, whether they are duty or non-duty related, may be required to have a release from the employee's health care provider to ensure that the employee may perform the essential functions of their position either with or without a reasonable accommodation when medically necessary~~doctor~~. The Village will provide information on fitness standards to the employee, who will then provide this information and documentation to the employee's doctor/health care provider and/or physical therapist or provider to aid in any injury or illness recovery efforts.

The ~~D~~epartment may require the employee to obtain a release from a doctor/health care provider selected and fully compensated by the Village prior to returning to work to ensure that the employee is fit for duty. The Department's selected doctor will review the

employee's overall health as it relates to the job description, essential job duties and any other job related criteria which are considered to be the essential functions of the job in order to determine whether an individual is physically and mentally able to perform essential job duties without undue risk or harm to themselves or others (with or without reasonable accommodation(s) when medically necessary). The doctor may use the data collected from the individual's fitness history as a measure in making this determination when deemed medically relevant and helpful. In addition, and based on BGFD SOP 101.36, employees may be required to perform essential job functions specifically related to the injury prior to returning to full duty as prescribed by the doctor.

If the employee is not cleared to return to work by the Village's doctor, a third doctor will be selected by the Village's and employee's doctor(s) in an expeditious manner with the assistance of the Village's Human Resource Director. The employee will then be sent to the third doctor. The third doctor will then determine if the employee is cleared to return to work. The cost of the third doctor will be equally divided by the Village and the employee. An employee not cleared to return to work may apply for sick leave or any other leave of absence as provided by this Agreement and/or for disability pension to the extent provided by State statutes.

Employees who are off work for a non-OJI and are required to see the Village's doctor prior to returning to work will be compensated at the rate of two (2) hours of straight pay in lieu of two (2) hours of sick pay and will require verification by the doctor's office. Under no circumstances shall overtime, premium, or additional straight pay be paid in this situation.

Employees who are actual or perceived to be physically and/or mentally unfit for duty shall be evaluated by an appropriate medical/mental health doctor(s) of the Village's choosing. If a medical/mental health doctor determines an employee is physically and/or mentally unfit, the Village retains the right to remove them from active duty. In the event that a medical/mental health doctor of the Village's choosing determines that an employee is physically and/or mentally unfit for duty, the employee may request a second opinion. The second opinion will be paid for by the employee and chosen by the employee and must be a medical/mental health doctor specializing in the field related to the unfit determination and must be part of the Village's doctor health insurance network. If the first and second opinion conflict a third medical/mental health doctor may be selected as in the standard above for injuries or illness and the opinion of the third medical/mental health doctor shall prevail. The expenses incurred for the third medical/mental health doctor will be equally split between the employee and the Village. The Village retains the right to remove from active duty any employee who has been determined to be unfit for duty by a medical/mental health doctor via a fitness for duty evaluation. Following all procedures contained in the Standard Operating Procedures of the department.

Section 4.7 Drug and Alcohol Testing Policy.

Employees are a most valued part of the Village of Buffalo Grove Fire Department (the “employer”). Their health and safety are serious employer concerns. ~~Illegal drug use and alcohol misuse may pose a serious threat to employee public health and the safety of our employees. It is, therefore, the policy of the employer to prevent illegal substance use, misuse or abuse from having an adverse effect on our employees or the workplace. Both the employer and employees maintain that the work environment is safer and more productive without the presence of unlawful or illicit or inappropriate drugs or alcohol (herein referred to as “prohibited substances”) in the body or on fire department property.~~

~~Furthermore, all employees have a right to work in a drug free environment and to work with individuals free from the effects of prohibited substances (as defined above). Employees who use or abuse prohibited substances are a danger to themselves, their co-workers, our customers, the public and the employer’s assets. Additionally, the use or consumption of cannabis or cannabis infused products is also a violation of this policy it is causes or indirectly or directly results in an employee being under the influence of or impaired by cannabis on working time or department property.~~

~~The adverse impact of prohibited substance abuse (and cannabis) at work has been recognized by the federal government and many states. The employer may utilize the regulations issued by the federal government as its standard to evaluate if someone has consumed or used prohibited substance(s) in violation of this policy. and is committed to maintaining a drug free workplace. Where applicable, state laws which differ will supersede this general policy and will be followed for employees in this state. All employees are advised that compliance with this policy is remaining drug free are a conditions of continued employment or service with the employer.~~

~~Specifically, it is the policy of the employer that the use, sale, purchase, transfer, possession or presence in one’s system of any prohibited substance (except medications prescribed by a licensed doctor taken as prescribed), including alcohol (unless otherwise permitted by Fire Department rules), by any employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. The employer will notify and cooperate with law enforcement agencies in the investigation of any employee suspected of possession of or selling of prohibited substances or cannabis on or of duty. trafficking in illicit or inappropriate drugs.~~

~~All employees will be subject to testing where circumstances establish that reasonable suspicion of a policy violation exists and/or prohibited substance use exists, or following on the job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the accident, or following an on duty injury where the incident may be reported to any state or federal governmental body, (i.e.,~~

IDOL, OSHA, etc., not OSFM), or as a follow-up to prior prohibited conduct to determine if a policy violation may have occurred.

Employees returning to duty following a violation of this policy will be subject to testing and must submit to follow-up tests for as long as five (5) years. ~~Any employee who tests positive may be subject to disciplinary action that may include immediate dismissal.~~ Any employee who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process (including tampering with or dilution of a test sample) will be subject to the same discipline as a positive drug/alcohol test result.

~~These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each employee. Appropriate Every efforts will be made to maintain the dignity of employees involved. Disciplinary action will, however, be taken as necessary.~~

~~Neither this policy nor any of its terms are intended to create a contract of employment, or to alter the existing employment or contractual relationship in any way except to the extent that a policy violation constitutes just cause for disciplinary action that may include dismissal of an employee.~~

~~Program Summary:~~

~~A. Employer Contact. All questions, or concerns or requests for reasonable accommodation should be directed to the Fire Chief at (847) 537-0995 or your immediate supervisor. Employees are encouraged to seek assistance with drug or alcohol abuse in a confidential manner; however, an after the fact request for assistance will not excuse a policy violation.~~

~~Seeking Assistance for a Prohibited Substance. Any employee who is presently experiencing difficulty with use of prohibited substances or misuse or abuse of alcohol or any drug(s) is encouraged to seek assistance through the Employee Assistance Program (EAP). If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken.~~

~~B. When Compliance is Required. All those subject to this policy are expected to refrain from using or consuming prohibited substances or alcohol conduct prior to performing assigned tasks, while performing such tasks or otherwise on duty, while on department property or vehicles and in post-accident cases for eight hours after the accident or until tested.~~

~~C. Prohibited Conduct. The following conduct is prohibited:~~

~~1. Prohibited Controlled substance use at any time, except as prescribed by a doctor;~~

2. ~~Having a blood alcohol concentration (BAC) breath test result that equals or exceeds 0.04%;~~
 3. ~~Consuming alcohol within four (4) hours prior to reporting for a duty;~~
 4. ~~Consuming alcohol on the job or on department property (even if off duty);~~
 5. ~~Consuming alcohol within the eight (8) hours following an accident while on duty or on department property or until tested if later;~~
 6. ~~Behavior or ability to perform due to the use of prohibited substances;~~
 7. ~~Refusing to promptly submit to a test when requested or tampering with a test sample;~~
 8. ~~Failure to cooperate in the testing process;~~
 9. ~~Possession of alcohol on Employer premises, except in personal vehicles in a sealed container, or as permitted by Department.~~
- D. ~~Test Events. E may be tested based on four (4) circumstances:~~
1. ~~(one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief) a possible policy violation. Acting Lieutenant ranked officers Where circumstances establish that reasonable suspicion of prohibited use exists; or (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief). One Acting Lieutenant may be used if two ranked officers are not immediately available to participate in the review process. a violation of this policy~~
 2. ~~Following on the job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the vehicle accident, or;~~
 3. ~~Following an on duty injury where the incident may be reported to any state or federal governmental body (i.e. IDOL, OSHA, etc., not OSFM), or;~~
 4. ~~As a follow up to prohibited conduct.~~
- E. ~~Testing or may be or otherwise in violation of this Policy. Examples of r include Test Procedures. Drug and alcohol testing procedures will be implemented in accordance with the Federal Department of Transportation procedure Title 49 CFR Part 40 et al (Updated May 4, 2012), with the following exclusions:~~
1. ~~Random drug testing of employees will not be conducted, and~~
 2. ~~Forms used to document the testing process will be determined by the agency/laboratory conducting the test.~~
- F. ~~. If re of the initial sample by the employer based on the test results The reporting of test results will be performed in a manner consistent a positive (s) upon request of the employee or delay testing Condition of Employment. Submitting to testing as required by this policy and compliance with this policy is a condition of employment and continued employment with the Employer.~~

- G. ~~Refusal. Any Employee who refuses to submit to a request to test will be subject to discipline. Refusal includes failure to timely report to a designated testing site (collection site) and the failure to execute all required test documents.~~
- H. ~~Consequences of Violation. Any Employee who is found to have violated this policy will be subject to the disciplinary procedure as described in the discipline/appeal of test results section of this policy.~~
- I. ~~Seeking Assistance for a Prohibited Substance. Any employee who is presently experiencing difficulty with prohibited substances is encouraged to seek assistance through the Employee Assistance Program (EAP). If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken.~~
- J. ~~Forms used by the Village when testing is required are located in Appendix A.~~

Section 4.7 Drug and Alcohol Testing Policy.

A. Policy Statement

Employees are a most valued part of the Village of Buffalo Grove Fire Department (the "Employer" or "Department"). Their health and safety are serious Employer concerns. Use or misuse of Prohibited Drugs (as defined below) and/or alcohol misuse present unacceptable risks to the health, welfare and safety of our employees and the public generally. It is, therefore, the policy of the Employer, and the Union agrees, that all employees of the Department must be free of the effects of Prohibited Drugs and alcohol while On Duty and on Department Premises.

The adverse impact of prohibited drug abuse at work has been recognized by the federal government and many states. The employer may utilize the regulations issued by the federal government as its standard and is committed to maintaining a drug-free workplace. Where applicable, Illinois state laws which differ will supersede this general policy and will be followed for employees in this state. All employees are advised that remaining drug-free are conditions of continued employment or service with the employer.

B. Prohibitions:

It is the policy of the Employer that employees are strictly prohibited from:

1. Using, selling, purchasing, transferring, delivering, consuming, possessing or presence in one's system (at levels determined by the DOT guidelines) of any prohibited drug(s) or alcohol while On Duty or on Department Premises.

2. Use of any controlled substance or prohibited drug(s) at any time, except as prescribed by a doctor in accordance with the prescription;
3. Having a blood alcohol concentration (BAC) breath test result that equals or exceeds DOT standards (0.02%) while on duty;
4. Consuming alcohol within four (4) hours prior to reporting to On Duty status;
5. Consuming or possessing alcohol while On Duty or on Department Premises (except if stored in employee's personal vehicle in closed a container for use during off duty time);
6. Consuming alcohol within the eight (8) hour period immediately following an accident (or until laboratory testing process is completed as set forth below in this policy, if later);
7. Impaired behavior or inability to perform duties due to the use of Prohibited Drugs or alcohol;
8. Refusing to submit to, cooperate with, sign relevant consent/testing forms (unless incapacitated) and/or unreasonable delay in submitting to a test when requested pursuant to this policy.

C. Definitions:

For purpose of this Policy:

1. The phrase "On Duty" includes times the employee is scheduled to be working, on Department premises, while engaged in Department business, while operating Department equipment and/or vehicles (including leased vehicles).
2. The phrase "Prohibited Drug" is defined as any drug or controlled substance that is unlawful under either federal or state law (including unlawful use of a prescriptive medication contrary to directives on prescription).
3. The phrase "Reasonable Suspicion" means a good faith belief that an employee is under the influence of alcohol (or impaired by) Prohibited Drugs, legal drug use, or any combination thereof based on objective information, facts or phenomena such as:
 - a. Direct observation of use or possession and/or physical symptoms of impairment resulting from using or being under the influence of Prohibited Drugs or alcohol or misuse of legal drugs;
 - b. The employee manifests objective, articulable symptoms while on duty that cause management to believe that employee may have decreased or lessened ability to perform the duties or tasks of the

employee's job position, including symptoms such as: abnormal or changed speech; changes or abnormal physical dexterity, agility, coordination or demeanor; irrational, erratic or unusual behavior; abnormal or unusual change of employee's appearance, conduct, behavior or body odors; employee's negligence or carelessness in operating equipment or machinery; disregard for the safety of members of the public or other employees while on duty; and/or damage to Village or department property or equipment.

4. **"DOT regulations"** means: Title 49 of the Code of Federal Regulations.

D. **Order to Submit to Drug and/or Alcohol Testing:** May be issued under the following circumstances:

1. **Reasonable Suspicion Testing:** Two ranked Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief) have Reasonable Suspicion (as defined above) that an employee is in violation of this policy or impaired by or under the influence of prohibited drug(s) and/or alcohol. One Battalion Chief/Acting Battalion Chief and one Acting Lieutenant shall be used to establish reasonable suspicion if two ranked officers are not immediately available.
2. **Corroborating Information Report:** Information is provided by an identifiable third party that an employee may be in violation of this policy, impaired by or under the influence of prohibited drug(s) or alcohol which information is corroborated by two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief). One Acting Lieutenant may be used if two ranked officers are not immediately available.
3. **Accident:** Following an on-the-job accident as defined by federal DOT regulations.
4. **Injury:** when an employee is injured in a manner outside of a vehicle accident, as defined by DOT, and reasonable suspicion exists as defined by this section, unless the injury is serious enough where testing is required by another agency (IDOL, OSHA, etc.)
5. **Post-Violation Agreement:** As deemed appropriate by management for up to five (5) years after the incident that involves a policy violation pursuant to a written agreement if the Chief (or designee) concludes that dismissal is not necessary to resolve the problem and remedy the violation.

E. **Testing Procedures.**

1. All drug and alcohol testing procedures, which include specimen collection, chain-of-custody, and lab quality control, shall be in compliance with federal DOT regulations (as defined earlier). The laboratory used to conduct the testing must employ trained medical personnel and be licensed by the State of Illinois to perform such testing.
2. The testing facility may require legal written consent and a State-issued photo identification card at the time the employee submits to be tested. A list of NIDA certified laboratories that may be used is appended hereto. The following Prohibited Drugs will be tested for: Amphetamines, Cocaine, Marijuana, Opiate Metabolites, Phencyclidine (PCP). Alcohol will also be tested for.
3. Forms used to document the testing process will be determined by the laboratory conducting the test and additional documents referenced in Appendix A prepared by the Employer for this purpose.
4. Positive test results shall mean a positive result on both an initial screening test and a confirming retest of the same sample. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken by the employer based on the test results.
5. A positive confirming test result is one where the specimen tested contained alcohol, Prohibited Drugs, or drug metabolite concentrations at or above the concentrations specified in the DOT regulations (as defined earlier).
6. Results reporting procedures will be done in accordance with the Department of Transportation guidelines.
7. All results of drug tests are reviewed by a Medical Review Officer. When a test is confirmed positive, the Medical Review Officer conducts a confidential interview with the employee to determine if there is a legitimate medical explanation for the positive test. If the employee can give a legitimate medical explanation for the positive test result (with supporting documentation upon request of the MRO, the Medical Review Officer will report the verified test result as negative. If the employee cannot give the Medical Review Officer a legitimate medical explanation (and/or supporting documentation), a verified positive test result will be reported as positive. Results then are reported confidentially to the Fire Chief or his designee.
8. Random drug testing of employees will not be conducted except if agreed upon by the Parties pursuant to an optional reinstatement agreement. There is nothing in this Section 8 that requires either Party to agree to any reinstatement agreement.

F. Miscellaneous procedures/policy terms:

1. **Employer Contact.** All questions or concerns should be directed to the Fire Chief at (847) 537-0995 or immediate supervisor. Employees may also direct questions or requests for reasonable accommodation to the Village's Human Resources Department.
2. All employees subject to this policy are expected to refrain from consuming alcohol in any amount (a) while on duty, (b) while performing work activities or department business, (c) during the four (4) hour period prior to reporting On Duty, (c) during the eight (8) hour period after an accident or test request is made to the employee by management (or until tested is completed if later).
3. Any employee who is experiencing difficulty with alcohol or Prohibited Drugs (or misuse or abuse of lawful drugs) is encouraged to seek assistance through the Village's Employee Assistance Program (EAP). An employee's after the fact request for assistance will not excuse a policy violation.
4. The Employer will notify and cooperate with law enforcement agencies in the investigation of any employee suspected of the possession of, sale of, purchase of, delivery of or use of Prohibited Drugs on Department premises (or vehicles).
5. Employees covered by the collective bargaining agreement are entitled to union representation. If representation is requested by the employee, a union representative will meet the employee at the collection site, provided the representative is available and that securing such representative does not impede or unreasonably delay the testing process.
6. Forms used by the Village when testing is required are located in Appendix A.
7. Any employee who tests positive may be subject to discipline. Any employee who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process will be subject to the same discipline as a positive drug/alcohol test result.
8. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each employee. Appropriate efforts will be made to maintain the dignity of employees involved. Disciplinary action will, however, be taken as deemed necessary by the Chief (or designee) to remedy the policy violation.

Consequences of Policy Violation:

A violation of this policy constitutes just cause for disciplinary action, including discharge if deemed appropriate by the Chief (or designee) based on the circumstances involved and the employee's overall work record.

Section 4.8 Performance Evaluation Plan.

The Village and Union recognize that the Performance Evaluation Plan is a vehicle intended to measure and evaluate on-the-job performance.

The employee's annual performance evaluation shall be completed by the employee's current supervisor and discussed with the employee prior to the end of the year.

If an employee has a disagreement with his/her evaluation, the first step of review will be at the level of the employee's immediate supervisor. If the immediate supervisor cannot resolve the disagreement, the next step will be to have the employee's Battalion Chief review the evaluation. If at this step the employee's disagreement is not resolved, the employee may then appeal to the Fire Chief in conjunction with the Director of Human Resources. If the employee's disagreement is not resolved at this level, the employee may then meet with the Village Manager as a final step of appeal. The findings of the Village Manager will be deemed the final resolution and his findings may not be grieved. All final resolutions, no matter at what level, will be in writing.

For the first and second step of this process, the time frame allotment will be fifteen (15) days for the appropriate level or response. For the remaining steps the time frame will be twenty (20) days for the appropriate response. Days are counted as business days, Monday – Friday.

All goals and objectives given by a supervisor will be realistic, attainable and discussed with the employee. Goals that are mandated by the department will be supported or funded by the department.

Section 4.9 Secondary Employment.

Employees and the Department shall follow the BGFD SOP 101.21 Hours and Duration.

ARTICLE V

Section 5.1 No Smoking.

Employees covered under this Agreement shall restrict their tobacco use in accordance with state law.

Section 5.2 Residency.

There will be no residency requirements for employees covered under this Agreement.

ARTICLE VI

Section 6.1 Salaries.

The Village agrees to place the maximum base pay for Lieutenant/Paramedic and Firefighter/Paramedic at the nearest step one-half percent (1/2%) above the third (3rd) highest agreed upon comparable community, prior to the Village position being included.

For purposes of determining the salaries of job titles within the bargaining unit, for the duration of this Agreement longevity pay at 15 years and stipends shall be added to the “base” salaries of all ~~comparable~~ comparable, as well as those of the Village.

Only the following stipends will be applied in the formula:

1. Firefighter/Paramedic: Firefighter III or Advanced Firefighter, Fire Apparatus Engineer, Shift Reduction and Paramedic
2. Lieutenant: Paramedic, Shift Reduction and Fire Officer I

Collectively, these components shall determine the base salary for each comparable community. For the purpose of determining the general wage increase of comparable communities who have not yet resolved their annual wages by the date of the Buffalo Grove wage reopener, the average of the actual general wage increase and above referenced stipends granted by comparable communities shall be calculated and applied for that time frame.

Salary Schedule – May 1, 2023~~0~~ to April 30, 2024~~1~~

Effective: May 1, 2023~~0~~

A. Firefighter/Paramedic (2.0~~5~~2% Increase):

1. The minimum and entrance salary at Step 28872 as delineated in the Village of Buffalo Grove’s Municipal Classification and Pay Plan, or \$71,986.72~~66,466.40~~; and,

2. The maximum salary, exclusive of overtime pay shall be at Step ~~38670~~ or ~~\$117,361.92~~~~108,359.68~~.
- B. Fire Lieutenant/Paramedic (2.~~0524~~% Increase):
1. The minimum and entrance salary at Step ~~397~~ ~~380~~ as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or ~~\$123,980.48~~~~113,900.80~~; and,
 2. The maximum salary exclusive of overtime pay shall be at Step ~~401~~ ~~418~~ or ~~\$126,478.56~~~~137,668.96~~.
- C. Fire Lieutenant/Non-Paramedic (2.~~5204~~% Increase):
1. The minimum and entrance salary at Step ~~376~~ ~~393~~ as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or ~~\$121,530.24~~~~111,652.32~~; and,
 2. The maximum salary exclusive of overtime pay shall be at Step ~~397~~ ~~414~~ or ~~\$123,980.48~~~~134,950.04~~.

Step Plan Illustration – Firefighter/Paramedic – Effective: May 1, 2023

Starting pay:	\$71,986.72 66,466.40 (Step 272 288)
Pay after first complete year of employment:	\$77,192.96 71,273.28 (Step 286 302)
Pay after second complete year of employment:	\$82,775.68 76,425.44 (Step 316 300)
Pay after third complete year of employment:	\$88,759.84 81,954.08 (Step 314 330)
Pay after fourth complete year of employment:	\$95,180.80 87,882.08 (Step 344 328)
Pay after fifth complete year of employment:	\$102,063.52 94,234.40 (Step 358 342)
Pay after sixth complete year of employment:	\$109,445.44 101,052.64 (Step 372 356)
Pay after seven or more complete years of employment:	\$117,361.92 108,359.68 (Step 386 370)

Fire Lieutenant/Paramedic – Effective: May 1, 2023

Starting pay (newly promoted):	\$123,980.48 113,900.80 (Step 380 397)
Pay after first complete year of employment:	\$130,971.36 120,323.84 (Step 408 391)
Pay after two or more complete years of employment:	\$137,668.96 126,478.56 (Step 418 401)

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2023

Starting pay (newly promoted):	\$121,530.24 111,652.32 (Step 393 376)
Pay after first complete year of employment:	\$128,385.92 117,948.48 (Step 404 387)

Pay after two or more complete years of employment: \$134,950.40 ~~123,980.48~~
(Step ~~414397~~)

Section 6.2 Wage and Benefit Reopener

Unless explicitly provided elsewhere in this Agreement, no other changes modifications shall be made to this Agreement except that each party has the option to reopen the Agreement as follows:

- A. In the month of March of the second year of this Agreement (2024~~41~~), either party may reopen Article VI, Section 6.1 – Salaries and Section 6.8 – Health Benefits and each party may discuss one additional issue to negotiate.
- ~~B. In the month of March of the third year of this Agreement (2022) either party may reopen Article VI, Section 6.1 – Salaries and each party may discuss one additional issue to negotiate.~~
- ~~C.B.~~ The parties agree that nothing herein prohibits the opening of negotiations in 2023~~5~~ for a successor Agreement prior to the expiration of this Agreement on April 30, 2025~~3~~.

Section 6.3 Overtime.

- A. Overtime hours shall be non-scheduled hours worked in excess of the work week when worked at the specific direction or with the approval of the immediate supervisor and shall be paid at one and one-half times the employee's regular straight time hourly rate of pay. An employee's regular straight time hourly rate of pay for overtime pay purposes shall be computed as follows: the employee's annual salary shall be divided by ~~110.6 to determine the rate of pay for one twenty-four (24) hour shift which in turn, shall be divided by twenty-four (24)~~ 2631.84 to determine the employee's regular straight time hourly rate of pay.
- B. Overtime shall start seven (7) minutes past the normal shift when an employee is held over because of a call or when another employee reports late for work. In cases when an employee is held over because of a call after 0822 hours, employees will be paid one hour minimum overtime for the first hour. In all other instances, overtime will be paid in quarter hour increments based on the seven (7) minute windows, ~~as demonstrated in the example below. Example: 0x08 hours until 0x22 hours = .25 overtime 0x23 hours until 0x37 hours = .50 hours overtime 0x38 hours until 0x52 hours = .75 hours overtime 0x53 hours until 0x07 hours = 1 hour overtime.~~

<u>Time</u>		<u>Hours of OT</u>
<u>08:00</u>	<u>08:07</u>	<u>0</u>
<u>08:08</u>	<u>08:22</u>	<u>0.25</u>
<u>08:23</u>	<u>09:07</u>	<u>1</u>
<u>09:08</u>	<u>09:22</u>	<u>1.25</u>
<u>09:23</u>	<u>09:37</u>	<u>1.5</u>
<u>09:38</u>	<u>09:52</u>	<u>1.75</u>
<u>09:53</u>	<u>10:07</u>	<u>2</u>
<u>10:08</u>	<u>10:22</u>	<u>2.25</u>
<u>10:23</u>	<u>10:37</u>	<u>2.5</u>
<u>10:38</u>	<u>10:52</u>	<u>2.75</u>
<u>10:53</u>	<u>11:07</u>	<u>3</u>

- C. ~~Forcebacks for Thanksgiving and Christmas Day shall be paid at two times the employee's regular straight time hourly rate of pay. Callbacks or forcebacks taking place on any actual contractually designated any Village recognized holiday on the list indicated in Section 7.2 (not observed) shall~~ will be paid at two (2) times the employees regular straight-time hourly rate of pay.
- D. Employees shall be paid one and one-half the employee's regular straight time hourly rate of pay for regularly scheduled hours of work which are actually worked in excess of two hundred twelve (212) hours in the employee's normal 28 day work cycle (or in excess of the applicable hours ceiling under the Fair Labor Standards Act should the Village designate different FLSA employee work cycles in accordance with the Fair Labor Standards Act.)
- E. Overtime shall also be paid for clinical time required to maintain EMT-P status.
- F. Overtime shall be distributed according to SOP 101.25.

Section 6.4 Training Overtime.

Employees shall be paid at one and one-half times the employee's regular straight time hourly rate of pay for attending department sponsored school training in compliance with BGFD SOP 700.02 and in the same manner outlined in Section 6.3 Overtime.

Personnel will be paid time-and-one-half for taking required OSFM exams under the following conditions:

1. Personnel must sign up for the exam within thirty (30) days of the completion of the course, provided the State exam is not given as part of the class;

2. Personnel must take the exam within ninety (90) days of the completion of the course;
3. Personnel will be paid for the maximum amount of time allotted by the State for completion of the exam, regardless of the actual time it takes the employee to complete the exam;
4. Payment will only be provided upon proof of passing the exam;
5. Payment will also only be provided for taking the exam once, regardless of the amount of times required to successfully pass;
6. If personnel do not meet the above listed parameters, no pay will be given for the exam.

Section 6.5 Longevity.

Employees shall be eligible for longevity pay beginning with the fifth anniversary of their original employment date. Longevity awards will be presented on the employee's anniversary date according to the following schedule and are subject to deductions:

Years of Service	Award
5 through 9	\$400
10 through 14	\$600
15 through 19	\$800
20 or more	\$1,000

Section 6.6 Temporary Assignment to Higher Level Position.

When an employee, at the direction of the Village, is assigned to perform the duties of the position of Acting Lieutenant or Acting Shift Commander that employee will be compensated at a rate equal to the step which provides a five percent (5%) or ten (10) step increase above the pay scale of the top pay of their current rank using the Village of Buffalo Grove Salary Administration Plan, plus 5%.

In situations where Firefighter/Paramedics are assigned to fill in for a Lieutenant who is performing other duties in the Village, they will be paid Acting Lieutenant pay after a minimum of three (3) consecutive hours worked in the capacity of Acting Lieutenant in any twenty-four (24) hour period. This Section shall not apply to callbacks or Special Duty assignments.

Section 6.7 Call Backs.

All General call backs shall be paid at time and one half and for a minimum of one (1) hour.

Section 6.8 Health, Dental and Vision Benefits.

The Village shall grant employees covered by this Agreement, except as specifically and expressly limited by this Agreement, all benefits and provisions including but not limited to the following: life, health, dental and vision insurance, vacation leave, special leave and uniform provisions as granted under the Buffalo Grove Personnel Rules as set forth on June 1, 1984; and changed thereafter.

BENEFITS:

Employees covered under the Agreement shall receive the same health, dental and vision benefits granted to the Village's non-union employees, including, but not limited to plan design and premium contribution.

1. All employees who elect Health Insurance coverage will pay a premium contribution equal to fifteen percent (15%) of the premium for that class of coverage.
2. There will not be any financial contribution for participation in the dental or vision component of the health insurance program.
3. The Village may make reasonable changes to the structure of the plans without the approval of the bargaining unit. Including, but not limited to the replacement of the HMO with an EPO or PPO.

All employee premium contributions will automatically be taken out of an employee's check on a pre-tax basis via Section 125 of the Internal Revenue Code. This means that employees will not pay taxes on the premium contributions.

Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company (including self-insurance), provided the basic level of coverage and benefits are substantially similar. The Village will notify the employees, in writing, of any changes in the basic level of coverage and/or benefits.

The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition of week end admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Dental Insurance. Employees may elect to participate in any dental insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such dental insurance for both employee and dependent coverage.

Vision Insurance. Employees may elect to participate in any vision insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such vision insurance for both employee and dependent coverage.

Life Insurance. Each employee shall receive a group life insurance policy in an amount equal to the employee's annual salary.

Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 6.9 Health, Dental and Vision Benefit Reopener.

The parties agree to meet according to Article VI, Section 6.2 – Wage and Benefit Reopener to discuss and establish the employee's share of the premium for employee and dependent health care, dental and vision coverage. Any impasse in negotiations on these issues shall be subject to Interest Arbitration under Section 14 of the Illinois Public Labor Relations Act.

Section 6.10 Special Duty Pay.

An off duty employee who works special duty – defined as a duty in which the Village is reimbursed will be compensated at one and one half the rate of pay for hours based on a forty (40) hour work week.

Section 6.11 Attendance at Grievance Meetings.

Every effort shall be made to hold grievance meetings and/or arbitration hearings on shift. However, if any grievance meeting or arbitration hearings are required to be

scheduled during the working hours of any grievant, only the grievant shall be released from duty to attend such meetings or arbitration hearings, without loss of pay.

ARTICLE VII

Section 7.1 Definitions

For the purpose of this contract and BGFD SOP 101.23, the following definitions will be used:

“Swap” is a situation when the on-duty employee verbally requests coverage by another employee arriving for duty. The swap is based on a verbal agreement between the two employees, with the agreement of the station officer. In this situation, no documentation is required, but the employee currently on duty may not leave the station earlier than 0800 hours.

“Duty trade” is a situation when the employee currently on duty requests coverage by another employee arriving for duty. When effected, the station officer must be notified and approval must be given verbally by the shift commander and documented. Once these conditions have been met, the employee requesting the duty trade is considered “off-duty” and may leave the station. It shall be an acceptable practice for any union member with acting lieutenant status to duty trade with a union officer as long as two lieutenants are on duty during the same shift.

Section 7.2 Holidays.

Employees shall receive three (3) floating holidays per calendar year, said days to be scheduled with the specific prior approval of the Fire Chief or his designee.

Employees working a regularly scheduled shift on any Village recognized holiday listed herein will be paid an additional twelve (12) hours of straight time at their current rate of pay. Employees may duty trade or ~~take comp time~~ utilize paid time off for up to four (4) consecutive hours during this shift, and still receive holiday pay. However, the pay will be pro-rated based upon the following formula.

$$\frac{\text{Total Hours Worked During Holiday}}{24} \times 12$$

Recognized holidays:

- a. New Year’s Day (January 1)
- b. Martin Luther King’s Day (official recognized)
- c. President’s Day (official recognized)
- d. Memorial Day (official recognized)

- e. Independence Day (July 4)
- f. Labor Day (official recognized)
- g. Thanksgiving Day (official recognized)
- h. Day after Thanksgiving Day (official recognized)
- i. Christmas Eve (December 24)
- j. Christmas Day (December 25)

Employees may conduct duty trades on any Village recognized holiday listed herein and still receive holiday pay for village recognized holidays.

~~Employees may conduct the following duty trades and still receive holiday pay compensation:~~

- ~~a. Thanksgiving Day for the Day after Thanksgiving~~
- ~~b. Day after Thanksgiving for Thanksgiving Day~~
- ~~c. Christmas Eve for Christmas Day~~
- ~~d. Christmas Day for Christmas Eve~~

Section 7.3 Kelly Days.

Employees shall receive ~~eleven-twelve (11+2)~~ shift days off per calendar year. These work reduction days, or Kelly Days, will be assigned to employees by the Fire Chief in order to facilitate the provisions of the Fair Labor Standards Act.

Reduction of Kelly Days may occur as a result of sick leave, injury leave or any other long term leave. After each ~~eleven-ten (10+1)~~ consecutive duty day period, one (1) Kelly Day will be reduced from the employee's accrual. For the purpose of calculating the reduction, the use of employees' personal time off during the duration of the leave will not be counted as part of the Kelly Day reduction process.

Kelly Day accrual for employees during their first and last year of employment will be prorated based on actual full months worked during that calendar year based on the ~~eleven-twelve (12+)~~ day calculation.

Section 7.4 Sick Leave.

Abuse of sick leave is a serious matter. The Union shall join the Village in making a serious effort to monitor and correct the abuse of sick leave wherever and whenever it may occur. Examples of abuse may include, but are not limited to; calling in sick prior to or immediately after a scheduled day off (SDO), use of sick time for reasons other than for its intent, excessive individual sick days in the course of a year, etc.

Employees covered by this Agreement shall be allowed sick leave on the basis of the following:

- a. Employees assigned to shift duty shall earn ~~five-six (6+5)~~ twenty four (24) hour shifts of sick leave with pay credit annually. This is equivalent to eighty (80) hours annually.

- b. Employees assigned to shift duty shall accrue sick leave according to the following schedule:
- | | |
|-------------------------------------|-----------------------------------|
| after two (2) months of service | one-two (24) shift |
| after four (4) months of service | two-three (32) shifts |
| after six (6) months of service | three-four (43) shifts |
| after nine (9) months of service | four-five (54) shifts |
| after twelve (12) months of service | five-six (65) shifts |
- c. Employees may use overtime to purchase sick time hours in lieu of pay or compensatory time compensation. Sick time hours purchased will be at the time and one half rate identical to the accrual of compensatory time, (e.g. working four (4) hours of overtime has a value of six (6) hours of sick time purchased). Time purchased cannot exceed the maximum allowable accrued hours contained within the provisions of this document.
- d. Sick leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second calendar year of employment.
- e. Sick leave shall not be accrued while on leave of absence without pay.

Section 7.5 When Taken.

Sick leave with pay will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for an ill or injured member of the employee's immediate family, or to keep a doctor's or dentist's appointment. Sick leave shall not be granted in cases where regular or disability retirement has been approved, or for absence due to injuries resulting from employment in a position other than that held in the municipal service. Employees injured in the course of other employment shall be eligible for leave of absence without pay.

For the purposes of this Agreement, immediate family members shall include, husband, wife, domestic partner as recognized in a legal civil union, son, son-in-law, daughter, daughter-in-law, foster child, mother, mother-in-law, step mother, father, father-in-law, step father, brother, brother-in-law, sister, sister-in-law, step children and grandparents of the employee or his/her spouse.

When an employee finds it necessary to be absent for any of the reasons specified herein, he shall report the facts to an on-duty supervisor. An employee is required to give such notification one (1) hour in advance of his scheduled starting time. An employee is responsible for making a daily report (based on duty day) thereafter for the duration of the illness or injury. A medical certificate dated to the day the sick leave was taken may be required by the department head for any absence. Failure to comply with the provisions of this Section shall result in denial of sick leave. Three (3) consecutive duty days of absence without notice may result in dismissal after a complete investigation of the facts surrounding the absence.

Section 7.6 Accrual.

Employees assigned to shift duty may accumulate sick leave credit to a maximum of one hundred thirty (130) twenty four (24) hour shifts. This is equivalent to three thousand one hundred-twenty (3120) hours.

Section 7.7 Accrued Sick Leave.

Retiring employees are eligible to establish an employer sponsored Retiree Health Savings (RHS) Plan. Upon retirement, sick time based on the twenty four (24) hour shift schedule will be converted to the eighty (80) hour per paycheck schedule. This will be accomplished by multiplying the total number of hours accrued at the twenty four (24) hour shift rate by 0.66667. Employees will be eligible to apply their accrued sick leave based on the following table:

Years of Service and Age at Retirement Percent of three thousand one hundred and twenty (3120) Hours:

20 years of service	and 41 years of age at retirement	27.5%
20 years of service	and 42 years of age at retirement	30.0%
20 years of service	and 43 years of age at retirement	32.5%
20 years of service	and 44 years of age at retirement	35.0%
20 years of service	and 45 years of age at retirement	37.5%
20 years of service	and 46 years of age at retirement	40.0%
20 years of service	and 47 years of age at retirement	42.5%
20 years of service	and 48 years of age at retirement	45.0%
20 years of service	and 49 years of age at retirement	47.5%
20 years of service	and 50-54 years of age at retirement	50.0%
21 years of service	and 50-54 years of age at retirement	55.0%
22 years of service	and 50-54 years of age at retirement	60.0%
23 years of service	and 50-54 years of age at retirement	65.0%
24 years of service	and 50-54 years of age at retirement	70.0%
25 years of service	and 50-54 years of age at retirement	75.0%
26 years of service	and 50-54 years of age at retirement	80.0%
27 years of service	and 50-54 years of age at retirement	85.0%
28 years of service	and 50-54 years of age at retirement	90.0%
29 years of service	and 50-54 years of age at retirement	95.0%
30 years of service	or 55+ years of age at retirement	100.0%

The Retiree Health Savings (RHS) Plan will be administered by the ICMA Retirement Corporation and will allow employees to accumulate assets in order to pay medical and other eligible expenses in retirement. The legal basis for an RHS is currently based on Private Letter Rulings issued by the Internal Revenue Service which allow employers such as the Village to establish such plans. The provisions of this plan will be governed by documents executed by both the Village and ICMA Retirement Corporation. The documents collectively comprise the Vantagecare Retiree Health Savings Plan. It is the intent of the Village to establish a separate plan for the members of the Union.

The Village and Union will review and determine funding levels and formulas in compliance with rules appropriate to the legal basis used to establish the plan and as set forth from time to time in the Village's Personnel Rules and as permitted under applicable tax rules or statutes as adopted and/or amended. Employees who elect to participate in individual contribution programs may be subjected to all applicable rules, including irrevocability of those contributions.

At a minimum, the Village will apply the value of accrued sick leave (Deposit Value) into an employee's RHS Plan account at retirement. Employees must apply the entire value of accrued sick leave to their plan account based on the following formula:

Deposit Value = Number of sick leave hours (shifts) x Dollar hourly value.

The dollar value shall be equal to the lowest hourly rate (which includes Performance Bonus) paid to all Village employees eligible to participate in the Plan as of January 31st for the calendar year in which the employee retires. The hourly rate will be applicable only for the year so calculated. That hourly rate value shall be distributed to all Village employees after it is calculated for the current year.

On an annual basis (January 1st through December 31st), employees will be able to convert up to one (1) twenty-four (24) hour shift of unused sick days for deposit into their Plan account; providing that they have completed one year of work with no more than one day of absence. An unused sick leave balance of seven hundred twenty (720) hours, thirty (30) Shift Days must be maintained in order to convert the shift day for deposit into the plan account.

Days converted for deposit into the plan account are subtracted from the employee's accrued sick leave balance. Conversion of the unused sick day shall not be into vacation leave or paid directly to the employee. The value of the conversion shall be equal to the employee's daily wage and not limited to the wage assigned to the retirement funding value calculated above.

Employees who leave the fire department due to disability or death will receive the value of their accrued sick leave under this plan as part of the RHS benefit.

Section 7.8 Medical Certificate.

A medical certificate required by a department head or designee for the employee shall consist of a written statement by a qualified medical professional indicating:

- A. The employee has been examined by a qualified medical professional during the period of absence.
- B. The symptoms observed or measured by the qualified medical professional.
- C. The stated diagnosis and medication and/or treatment prescribed.
- D. The dates on which the employee is expected to be physically incapacitated from work.

Employees who require the use of sick leave for a family member(s) may be required to provide a medical certificate after the second twenty-four (24) hour shift, or the sick time totaling the use of forty-eight (48) hours in a rolling calendar year.

A medical certificate required by the Fire Chief or designee for the employee's family member shall consist of a written statement by a qualified medical professional indicating:

Employee's name, patient's name, date of appointment, time-in, time-out, qualified medical professional's name and signature.

Employees will be compensated two (2) hours of pay at straight time. The Village will reimburse the employee for co-insurance and/or deductibles incurred to meet this standard, but only applying to office visit charges, or emergency room co-pay if the department directs the employee to visit an emergency room. To receive such reimbursement, the employee must provide documentation that itemizes all costs sought for reimbursement.

Section 7.9 Light Duty.

An employee who is ill/injured as the result of an occupational acquired illness/injury may be required to work for an available, temporary light duty assignment. An employee who is eligible for sick leave may volunteer to work for an available, temporary light duty assignment. All light duty assignments are made at the sole discretion of the Village. Light duty work shall be determined by the Fire Chief in consultation with employee and the employee's doctor.

An employee on light duty may be assigned to work in any Village department.

A light duty assignment shall not exceed sixty (60) calendar days and may be terminated prior to that time limit. The Fire Chief may extend light duty based upon consultation with the employee, the employee's doctor and, if necessary, a Village assigned and paid doctor.

Light duty assignments may be terminated based upon a lack of performance in relation to the assigned job.

Section 7.10 Vacation.

- A. Employees covered by the Agreement shall receive vacation leave credit according to the following schedule:

- (1) 1st partial year and last partial year of service: 5/12 multiplied by months worked;
- (2) 1st full calendar year of service: 5 shifts
- (3) 2nd full calendar year of service: 6 shifts
- (4) 3rd full calendar year of service: 6 shifts
- (5) 4th full calendar of service: 7 shifts
- (6) 5th full calendar year of service: 7 shifts
- (7) 6th-10 full calendar year of service: 8 shifts
- (8) 11th-14th full calendar year of service: 9 shifts
- (9) 15th-19th full calendar year of service: 10 shifts
- (10) 20th - 24th full calendar year of service: 11 shifts
- (11) 25th (and after) full calendar year of service: 12 shifts

- B. All other provisions of Vacation Leave are in accordance to the Buffalo Grove Personnel Rules.

Section 7.11 Hours and Duration.

The regular hours of duty (tour of duty) for employees shall be twenty-four (24) consecutive hours of duty, starting at 0800 hours and ending the following day at 0800 hours. The regular tour of duty shall be followed by forty-eight (48) consecutive hours off duty. Early swaps may be permitted as early as 0700 hours, but the employee currently on-duty may not leave the station any earlier than 0800 hours. Early swaps shall not be considered a duty trade and are not eligible for overtime compensation.

Section 7.12 Compensatory Time.

Compensatory time off may be taken by employees in accordance with BGFD SOP 101.13.

Section 7.13 Selection of Scheduled Days Off.

Scheduled days off (SDO) will be selected in accordance with BGFD SOP 101.15 SDO Selection.

Section 7.14 Family and Medical Leave of Absence ("FMLA")

Unpaid family or medical leave will be granted, when requested and approved, or designated as such, by the Human Resources Director or his designee, in accordance with the Family and Medical Leave Act of 1993.

ARTICLE VIII

Section 8.1 Grievance-Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Buffalo Grove Board of Fire & Police Commissioners, except as otherwise provided in this Agreement, shall not be considered a grievance under this Agreement. Such grievance shall be filed by the Union on behalf of the employee.

Section 8.2 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows unless, by mutual agreement in writing, the parties waive one or more of the aforementioned steps:

STEP 1: The Union may submit the grievance of a Firefighter/Paramedic in writing to the Lieutenant as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance.

The Lieutenant shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Lieutenant shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Lieutenant’s response.

STEP 2: The Union may submit a grievance of a Fire Lieutenant in writing to the Battalion Chief as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance.

The Battalion Chief shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Battalion Chief shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Battalion Chief's response.

If a grievance of a Firefighter/Paramedic is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to the Battalion Chief as designated by the Chief with ten (10) calendar days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the Union believes the grievance was improperly denied at the previous step in the grievance procedure. The Battalion Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Battalion Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following the meeting.

STEP 3: If a grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Fire Chief within ten (10) calendar days after receipt of the Village's answer in Step 2.

The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief shall investigate the grievance, and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 4: If a grievance is not settled at Step 3 and the Union wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the Union in writing to the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 3. The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and a Union representative within eighteen (18)

calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or his designee shall submit a written answer to the grievant and the Union within eighteen (18) calendar days following the meeting.

Section 8.3 Arbitration.

If a grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to Arbitration as described below within twenty-one (21) calendar days of receipt of the Village's answer as provided to the Union at Step 4:

- A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association, to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.

Each party also retains the right to request that the panels submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names; the other party shall then strike three (3) names. The person remaining shall be the arbitrator.

- B. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Union and Village representatives.
- C. The Village and the Union shall have the right to request the arbitrator to require the presence of witness or documents. The Village and the Union retain the right to employ legal counsel.
- D. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4 Limitations On Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step (second step in the case of Fire Lieutenants) and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with applicable Federal or State law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, Union and the employee(s) covered by this Agreement.

Section 8.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is signed by the grievant and submitted at Step 1 (Step 2 in the case of a Fire Lieutenant) within thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance. If a grievance is not presented by the employee within the time limit set forth above, it shall be considered waived and may not be further pursued. Such waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances.

If a grievance is not appealed to the next step within the specified time period, or within an approved, written extension thereof, it shall be considered settled on the basis of the Village's last answer, provided, however, that such settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at this step and immediately appeal the grievance to the next step.

The parties may, by mutual written agreement, extend any of the time limits set forth in this Article.

Section 8.6 Miscellaneous.

No action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE IX

Section 9.1 No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slow-down, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unimproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds a position of officer or steward of the Union occupies a position of special trust and obligation to notify the employees of their actions as being a violation of this Article in order to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 9.2 No Lockout.

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE X

Section 10.1 Discipline and Discharge Investigations

Disciplinary actions instituted by the Village shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee. Where the Village believes just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess including but not limited to the following penalties:

Counseling Session
Oral Reprimand
Written Reprimand
Suspension
Demotion

Termination

Any disciplinary action or measure other than a counseling session, oral and written reprimand imposed upon an employee shall be subject to review and appeal as provided for in this Agreement. Counseling sessions, oral and written reprimands shall not be subject to the arbitration procedure or to review by the Board of Police and Fire Commissioners. Employees shall have the right to file grievances concerning discipline covering suspension without pay, demotion and/or termination or they may choose the hearing process by the Board of Fire and Police Commissioners. Filing of a grievance shall act as a waiver by the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. A form containing such specific waiver shall be executed by the employee prior to filing a grievance. Seeking review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and employee involved of the right to challenge the same matter in the grievance process.

- A. The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension, demotion and discharge notices shall be provided to the employee. The Employer further agrees that disciplinary actions shall be imposed in a timely manner (not to exceed thirty (30) calendar days from the date of the incident giving rise to the disciplinary action or from the date of the Employer's completion of its investigation of such incident whichever is later) and shall not conflict with the "Illinois Fireman's Disciplinary Act" (III. Rev. Stat ch. 85 Par 2501, et seq.).
- B. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by the appropriate hearing authority.
- C. Disciplinary actions, including but not limited to oral, written, and suspension, recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action, except for a related offense. Non-meritorious disciplinary actions shall not be relied upon to justify any subsequent disciplinary action. In the event disciplinary action is contemplated against an employee, prior to any pre-disciplinary discussions or meetings with the employee, the employee shall be informed of his/her rights to representation prior to such meeting. Employees shall be entitled to representation at all disciplinary investigatory meetings, which the employee attends and are initiated by the Employer, and at any meeting or interviews which the employee reasonably believes could result in discipline.

- D. The Village shall conduct Rules Violations Investigations (R.V.I.) when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee.

It is understood that polygraph examinations without written consent of the employee and tests by means of any chemical substance will not be used by the Village in any phase of disciplinary investigations or interrogation.

- E. Prior to taking any final, disciplinary action and just prior to concluding its investigation, the Village shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform the employee of the reasons for such contemplated disciplinary action. Copies of all pertinent documents shall be given to the employee at this notification and review meeting, including:

1. Allegation of violations of Rules and Regulations
2. Statement of charges and specifications
3. Employee statements
4. Acknowledgment of notification and review
5. The discipline recommended
6. Copies of the employees pertinent past discipline.

The employee shall be entitled to representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

- F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, shall, upon reasonable request to the Chief or his designee, be open and available for inspection and copying by the effected employee during regular business hours. With respect to such files maintained at the Department, regular business hours shall encompass 89:00 a.m. to 45:300 p.m.; subject to the remaining provisions of Article X. It is agreed that any of these files not made available for inspection and copying shall not be used in any manner or forum for any disciplinary action.

- G. Interrogations - Interrogation shall be defined as the questioning of a firefighter (employee) pursuant to an investigation initiated by the Village in connection with an alleged violation of the Rules, Regulations or Orders of the Village of Buffalo Grove or the Fire Department, which may be the basis for filing charges seeking the suspension, removal or discharge of a firefighter (employee). Whenever a firefighter is subjected to administrative interrogation for any reason which could lead to disciplinary action of discharge or suspension of more than twenty-four (24) hours, the interrogation shall be conducted under the following conditions:

- 1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the firefighter is on duty. If the firefighter is off duty, he/she shall be compensated at the appropriate rate of pay.
- 2) The firefighter under interrogation shall be informed of the name, rank and command of the person in charge of the interrogation, the interrogating officers and all persons present during the interrogation.
- 3) The firefighter under investigation shall be informed of the nature of the complaint or investigation in writing prior to any interrogation.
- 4) The interrogation session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person being interrogated shall be allowed to attend to his own personal physical necessities.
- 5) No firefighter under interrogation shall be threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interrogating officer from informing the firefighter that his or her conduct can be the subject of disciplinary action should he or she refuse to obey a lawful order from the ranking officer. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with the Fireman's Disciplinary Act may not be utilized in any subsequent disciplinary proceeding against the firefighter. (P.A. 83-783) No promise of reward shall be made as an inducement to answering any questions.
- 6) No firefighter shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- 7) At the request of a firefighter and prior to any interrogation, the firefighter shall have the right to be represented by counsel of his or her choice, who may be present at all times during the interrogation. The attorney shall not participate in the interrogation, except to counsel the firefighter. The firefighter may request a postponement of the initial interrogation to contact an attorney of his or her own choosing. The interrogation may not be postponed more than twenty-four (24) hours, with allowances made for weekends and holidays, unless specifically waived by mutual agreement of the Village and the firefighter being interrogated. A representative of the employee's choice may also be present during any interrogation. A complete record of any interrogation shall be made and a complete transcript or copy made available to the firefighter without charge and

without undue delay. The Village or the firefighter may record the interrogation.

- 8) This Section does not apply to any interrogation of a firefighter in the normal course of duty, counseling, instruction, informal admonishment or other routine or unplanned contact with a supervisor or any other firefighter. Any admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Section may not be utilized in any subsequent disciplinary proceeding.
- H. It is understood that the rights of firefighters herein shall not diminish the right and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. This Article does not apply to any firefighter (employee) charged with violating any provision of the Criminal Code of 1961 [720 ILCS 5/1-1] or any other federal, state or local code. If the allegation under investigation indicates the recommendation for separation or termination is probable against the firefighter, the firefighter shall be given statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the firefighter, the firefighter shall be given the constitutional rights concerning self-incrimination prior to commencement of the interrogation.
- I. No firefighter shall be compelled to speak or testify before, or be questioned by any non-governmental agency. This provision shall not apply to reasonable requests from the Village's insurance carriers provided that the employee is covered by the insurance policy applicable to the situation.
- J. Reviews of decisions of the Board of Police and Fire Commissioners or of an arbitrator under this section shall be as provided by law, based on the election of the hearing body selected by the employee.
- K. Suspensions shall be charged at a rate based on a fifty-one and two tenths (51.2) hour work week.

Section 10.2 Performance Improvement Plan

In situations where an accident, discipline or substandard performance occurs, it is incumbent upon the Village to work with the employee to identify potential deficiencies and correct the negative action. In order to accomplish this goal, BGFD SOP 101.09 Performance Improvement Plan will be referenced and followed.

Nothing in this agreement shall cause the Village to waiver from adhering to the Illinois Firemen's Disciplinary Act (50 ILCS 745/).

ARTICLE XI

Section 11.1 Dues Checkoff.

The Village shall deduct from each employee's paycheck the uniform, regular bi-weekly Union dues for each employee in the bargaining unit who has filed with the Village and Fire Chief a properly executed authorization form. Such authorization may only be revoked by written notice to the Village and the Union during the thirty (30) days prior to the termination date set forth in Article XIV of this Agreement. The Union may change the fixed uniform dollar amount two (2) times per year during the term of this Agreement by giving the Village at least thirty (30) days advance notice in writing, with a copy to the Fire Chief, of any change in the amount of dues to be deducted.

The Village shall remit the total amount of the deducted dues, along with a list of employees from whom the dues have been deducted, to the Union not later than seven (7) days after the deduction is made.

ARTICLE XII

Section 12.1 Definition of Seniority.

Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn Lieutenant or Firefighter/Paramedic in the Department and uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the Firefighter/Paramedics on the Board of Fire and Police Commission hiring or promotional list, whichever is applicable, with the Firefighter/Paramedic higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 12.2 Probationary Period.

All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months, in accordance with 65 ILCS 5/10-2.1-4. During an employee's probationary period, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

In the event of an absence or leave, the probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time (i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first twelve (12) months of employment).

Section 12.3 Seniority List.

On or before September 1 of each year, the Village will provide the Union with a seniority list setting forth each employee seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing ~~within thirty (30) calendar days after the Union's receipt of the list.~~

Section 12.4 Layoff.

Employees covered by this Agreement will be laid off in accordance with their length of service as provided in the Illinois Municipal Code, Chapter 65, Section 5/3.10-2.18 as amended from time to time.

Section 12.5 Recall.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union; it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with this latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 12.6 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes, subject to confirmation by the Village's Board of Fire and Police Commission, if the employee:

- A. resigns;
- B. is discharged;
- C. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- D. falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- E. fails to report to work at the conclusion of an authorized leave or vacation;

- F. is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- G. is laid off for a period in excess of two (2) years;
- H. does not perform work for the Village for a period in excess of twelve (12) months, provided however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers compensation, disability pension, or a layoff where the employee has recall rights;
- I. is absent for one shift day (24 hours) without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Section 12.7 Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- A. An employee shall be paid for any earned but unused vacation days.
- B. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and if desired, family coverage.
- C. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 12.8 Interruption of Seniority.

Seniority shall be interrupted in the event an employee is laid off, placed on a non-duty disability pension or is granted a leave of absence without pay. When an employee returns from a layoff, non-duty disability or an unpaid leave of absence, his seniority shall be his length of service up to the date of layoff or beginning of the unpaid leave of absence.

Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a ~~work-related~~ work-related injury.

Section 12.9 Promotions-Fire Lieutenant.

The Board of Fire and Police Commissioners shall provide for promotion in the Fire Department on the basis of performance on a Written Examination, Ascertained Merit, Subjective Evaluation (oral, tactical and performance potential rating) and seniority in

service. All promotional processes that are fire service related will be conducted in accordance with the provisions of the 50 Illinois Compiled Statutes 742/1 et seq. (50 ILCS 742/1 et seq.)

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit themselves for promotion. To be eligible for examination, an applicant must have satisfactorily completed the probationary period for his present rank, have been employed as a Firefighter for a minimum of two (2) years with the Village of Buffalo Grove, and have a cumulative experience of no less than five (5) years as a full-time firefighter employed directly by a municipal, state or federal agency. This includes employment for a fire district, but district but does not include employment through a private contractor. An applicant for Fire Lieutenant must be certified as a Firefighter III or Advanced Firefighter by the Office of the State Fire Marshal. In addition, an applicant for Fire Lieutenant must have satisfactorily completed all academic coursework and required examinations for certification as a Fire Officer I/Company Fire Officer by the Office of the State Fire Marshal.

All personnel who submit themselves to examination will be graded according to the following schedule:

Oral Interview	15%
Tactical Assessment	25%
Performance Potential Rating (PPR)	26.5%
Written Exam	25%
Seniority	5%
(¼% (0.25%) per year for a maximum of twenty (20) years. Seniority based on the date of the orientation as the first component of testing)	
Ascertained Merit	3.5%
(A.A.S. or A.S. = 2.0%, B.S. or B.A. = 3.5% - maximum combined score may not exceed 3.5%)	
Maximum Grade	100%

For the Oral Interview, Tactical Exam and Written Examination, each applicant for promotion must be present at the designated testing site at the time designated for the examination to be held. Any candidate who is not so present will receive a “0” zero for that section as a score.

The order of testing for each component of the promotional process shall be the Orientation, Oral ~~Interview~~, ~~Performance~~ Interview, ~~Performance~~ Potential Rating (PPR), Tactical Examination and the Written Examination.

Military credit shall be applied as prescribed by Statute 50 ILCS 742/1 et seq. All claims for points will be based on the Rules and Regulations of the Board of Fire and Police Commissioners.

The Board of Fire and Police Commissioners will contract an independent testing agency to administer the Tactical Examination and the Written Examination. Assessors from said agency must decline participation in the process if within the last seven (7) years there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process and will only function in support roles as necessary.

Outside monitors will be allowed for the process of promotions governed by this section of the Agreement, in accordance with the Illinois Fire Department Promotion Act (50 ILCS 742).

Employees who participate in the promotional process will have their past two annual performance evaluations delivered to the Board of Fire and Police Commissioners with their application to the exam process as a reference document for the Board of Fire and Police Commissioners without a weighted value for the promotional process. For the purpose of completing the PPR rating, personnel who have had a shift change in the past 365 days from the date of the beginning of the testing will be allowed to select the most recent supervisor (Lieutenant), from their most recent previous shift, as the "C" rater within the procedures of the PPR process as contained in the Rules and Regulations of the Board of Fire and Police Commissioners.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

All other procedural rules and regulations covering promotional preference, eligible roster, appointment and oath of office, certificate of appointment, probation, right of review and voluntary relinquishment of rank will be followed by the Rules and Regulations of the Board of Fire and Police Commissioners and/or 50 ILCS 742/1 et seq.

Section 12.10 Promotions-Battalion Chief

The Fire Chief shall provide a process for promotion in the Fire Department to the rank of Battalion Chief on the basis of performance on an Interview, Assessment Center (oral, tactical and writing), Performance Potential Rating (PPR), and seniority in service. All promotional processes that are fire service related will be conducted with both internal and external fire service evaluators.

The promotional process for Battalion Chief shall begin with the requirement of qualified candidates completing and returning an "Application for Promotion". This Application outlines the basic requirements for application for promotion to Battalion Chief. It additionally addresses the basic educational requirements of the position, should

such promotion to Battalion Chief be attained. Said Application must be delivered to the Fire Chief or his designee by the date indicated on the application. Failure to deliver said application will result in immediate disqualification from the current Battalion Chief promotional process.

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit them for promotion. To be eligible for examination for Battalion Chief, an applicant must have a minimum of one (1) year experience as a Fire Lieutenant with the Buffalo Grove Fire Department and a Bachelor Degree.

All personnel who submit themselves to examination will be graded according to the following schedule:

Ascertained Merit**	3.5%
PPR	10%
Seniority*	6.5%
Oral Interview	30%
Assessment Center	50%
Maximum Grade	100%

*1/2% per year for a maximum of thirteen (13) years of service as a Lieutenant.

Seniority based on the date of the orientation as the first component of testing.

**2.0% for a Bachelor's Degree; 3.5% for a Master's Degree

For the Oral Interview and Assessment Center, each applicant for promotion must be present at the designated testing site, and at the time designated for the examination to be held. Any candidate who is not so present will receive a zero (0) for that section as a score.

The order of testing for each component of the promotional process shall be: Application, PPR, Seniority, Oral Interview, and Assessment Center.

Military credit shall be applied as prescribed by Illinois Statute 50 ILCS 742/1 et sep.

The Fire Chief will form an independent group to conduct the Assessment Center. Assessors must decline participation in the process if, within the last seven (7) years, there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process, and will only function in support roles if necessary.

There will be no outside monitors for the process of promotions as governed by this Agreement.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

The Fire Chief reserves the right to select candidates for the promotion to Battalion Chief based on the specific job description requirements of the position.

Section 12.11 Retirement Notice Payment

An employee in good standing with the Village, who at retirement has an approved pension from the Village of Buffalo Grove Fire Pension Fund and has given the Village irrevocable* written notice to retire at least four (4) months prior to the effective date of retirement, shall be paid a one-time payment in the amount of Five Thousand Dollars (\$5,000) will be contributed to the affected employee's RHS account only. This "Retirement Notice Payment" is valid as a one-time only offer to each covered employee who complies with the terms of earning this payment and the payment and shall not be included as part of the "monthly salary attached to his or her rank in the fire service on the date of retirement or separation from service" for the purpose of calculating the employee's pension as prescribed in Section 4-109 of the Illinois Pension Code. This Retirement Notice Payment is available to eligible employees who retire on a voluntary basis and the terms of this MOU do not alter any other benefit offered by the Village currently or in the future as it relates to a member's retirement benefits. It is understood and agreed to by the Parties that, no Retirement Notice Payment is earned or payable to any employee unless the employee is actually working as a firefighter and reports to work as scheduled for their final assigned shift with the Village

*A resignation once submitted is considered irrevocable within the last forty-five (45) calendar days before the resignation date, as declared by the employee. Once the employee is within forty-five (45) calendar days of their declared resignation date, their resignation may only be withdrawn based on extraordinary circumstances. Whether extraordinary circumstances exist will be determined solely by the Village Manager (or designee) and Department Director (or designee) but such determination shall not be arbitrary or capricious.

ARTICLE XIII

Section 13.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive

the Union's right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village may consider changing during the term of this Agreement.

ARTICLE XIV

Section 14.1 Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency of court decision or subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect.

In such event, the parties shall, upon request of either party, upon thirty (30) days notice of any determination, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XV

Section 15.1 Duration of Agreement.

This Agreement shall be effective as of the day after the Agreement is executed by both parties and shall remain in full force and effect until 11:59 P. M. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding Section.

This Agreement being approved on ~~November 2, 2020~~ May 15, 2023, by the Village of Buffalo Grove Board of Trustees, executed by the Village Manager and signed by:

For the Village of Buffalo Grove

Dane Bragg
Village Manager

Arthur A. Malinowski, Jr.
Director of Human Resources

William M. Baker
Fire Chief

**For the Buffalo Grove Professional Firefighter/Paramedic Association
Local 3177, IAFF, AFL-CIO, CLC**

~~Michael J. Spiro~~ Alfredo Caballero
Union President

~~Frank Doll~~ Mike Manka
Union Vice President

~~Alfredo Caballero~~ David Zabilka
Union Secretary

Attachment: Final Redline for IAFF 4.19.23 (O-2023-74 : IAFF Contract)

APPENDIX A – DRUG/ALCOHOL TESTING

The purpose of this Appendix is to provide forms used by the Village of Buffalo Grove during the implementation of alcohol and drug testing (herein referred to as "testing") of Employees for the presence of ~~prohibited substances~~ Prohibited Drugs pursuant to Section 4.7, Drug and Alcohol Testing Policy (the "Policy"). These procedures are intended as a supervisory guide only and are in no way intended to alter any existing relationship between Village of Buffalo Grove Fire Department (the "Employer") and any Employee.

DRUG/ALCOHOL TESTING FORMS

EMPLOYEE NOTIFICATION LETTER

ACKNOWLEDGMENT OF NOTICE OF POLICY & CONSENT TO TESTING

LAST CHANCE AGREEMENT

REPORT OF REASONABLE SUSPICION

~~NEW HIRE ACKNOWLEDGMENT, RELEASE AND CONSENT~~

FORM

Date: _____

EMPLOYEE NOTIFICATION LETTER

Dear Employee:

The VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, ~~have~~ ratified a revised drug/alcohol use policy and procedures (the "Policy"). This Policy enhances already existing Employer prohibitions of the use of illicit or inappropriate drugs (herein referred to as ~~prohibited substances~~ Prohibited Drugs). Specifically, it is the policy of the Employer that the use, sale, purchase, transfer, possession or presence in one's system of any prohibited ~~substance—drug~~ (except medications prescribed by a licensed doctor), including alcohol (unless otherwise permitted by Fire department rules), by any Employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. This Policy supersedes all prior policies and statements relating to ~~prohibited substances~~ Prohibited Drugs. The Employer will notify and cooperate with law enforcement agencies in the investigation of any Employee suspected of possession of or trafficking in illicit or inappropriate drugs. Any Employee convicted of on-the-job, possession of or trafficking in illicit or inappropriate drugs, or of driving intoxicated will be terminated.

Under the procedures adopted, Employees will be subject to testing where the circumstances establish that reasonable suspicion of prohibited ~~substance—drug~~ use exists. ~~Employees will also be required to submit to testing following on-the-job accidents or injuries. Employees will also be required to submit to testing following an on-the-job accident as defined by federal DOT or injury in a manner outside of a vehicle accident where there is reasonable suspicion that an error or mistake due to Prohibited Drugs or alcohol use by the by the employee caused or contributed to the accident or injury, unless the injury is serious enough where testing is required by another agency (IDOL, OSHA, etc.).~~ ~~[we need to define “prohibited”]~~ Refusal to submit to a properly given request to submit to testing will be considered a violation of Employer policy subjecting the Employee to immediate discipline.

In addition, should the federal, state or local rules be revised to include/permit additional testing or limit such testing, the Employer's policy will be revised to comply with those rules.

Attachment: Final Redline for IAFF 4.19.23 (O-2023-74 : IAFF Contract)

Every safeguard will be taken in the specimen collection process to ensure that all federally mandated chain-of-custody and laboratory criteria will be met. Employee privacy and confidentiality will be vigorously safeguarded.

VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT ADHERES TO A POLICY OF NON-DISCRIMINATION AGAINST EMPLOYEES SUFFERING FROM ALCOHOLISM OR DRUG ADDICTION IF PROTECTED UNDER FEDERAL AND STATE GUIDELINES.

Any Employee who is presently experiencing difficulty with ~~prohibited substances~~Prohibited Drugs is encouraged to seek assistance through the Employee Assistance Program. If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken. BE FOREWARNED, courts have determined that current use of ~~prohibited substances~~Prohibited Drugs detected by testing may not protect Employees claiming protection under handicap statutes.

The following drugs will be tested for:

ALCOHOL
AMPHETAMINES
COCAINE
MARIJUANA
OPIATE METABOLITES
PHENCYCLIDINE (PCP)

Any Employee testing positive for the use of ~~prohibited substances~~Prohibited Drugs may be subject to discipline, up to and including, termination.

Very truly yours,

Village of Buffalo Grove Fire Department, and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

By: William M. Baker
Its: Fire Chief

Attachment: Final Redline for IAFF 4.19.23 (O-2023-74 : IAFF Contract)

FORM

**ACKNOWLEDGMENT OF NOTICE OF THE
VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT
AND THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION LOCAL 3177, IAFF, AFL-CIO, CLC
DRUG/ALCOHOL USE POLICY AND PROCEDURES
AND CONSENT TO TESTING**

I, _____, acknowledge receiving written notice of the existence of the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy (the "Policy").

As a condition of continued employment or service to the Employer, I understand and agree that I must not use, buy, sell, accept as a gift, experiment with, traffic in or be otherwise involved with ~~illicit or inappropriate drugs~~ Prohibited Drugs or alcohol (unless otherwise permitted by fire department rules) while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles).

I understand that the Policy does not apply to medication properly taken as prescribed by a licensed doctor, except as provided by the Policy.

~~I further understand and agree that I may be required to submit to testing on four occasions:~~

- ~~1. Where circumstances establish that reasonable suspicion of prohibited substance use exists, or;~~
- ~~2. Following on the job moving vehicle accidents resulting in a death(s), or injuries that require medical treatment away from the scene of the vehicle accident, or;~~
- ~~3. Following an on duty injury where the incident may be reported to any state or federal governmental body (i.e., IDOL, OSHA, etc., not OSFM) or;~~
- ~~4. As a follow up to prior prohibited conduct.~~

I further understand and agree that I may be tested based on the following circumstances or alcohol in a manner that causes the employee to be under the influence or impaired by such controlled substances) that are consumed off duty in a way that violates this Policy:

1. Two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief) have made observations that establish reasonable suspicion of Prohibited Drugs or alcohol use. One Acting Lieutenant may be used to establish reasonable suspicion if two are not available.
2. Information is provided by an identifiable third party that an employee may be in violation of this policy, impaired by or under the influence of prohibited drug(s) or alcohol which information is corroborated by two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief). One Acting Lieutenant may be used if two ranked officers are not immediately available.

Attachment: Final Redline for IAFF 4.19.23 (O-2023-74 : IAFF Contract)

3. When an employee is involved in an on-the-job accident as defined by the federal DOT regulations.
4. When an employee is involved in an on-the-job injury in a manner outside of a vehicle accident as defined by federal DOT and reasonable suspicion exists as defined in section 4.7 of this policy, unless injury is serious enough where testing is required by another agency (IDOL, OSHA, etc.).
1. As a follow-up to prohibited conduct. death

I understand, further, that refusal to submit to testing when requested to do so by a supervisor will result in immediate discipline.

My signature below indicates my understanding of this Policy and what is expected of me, my consent to be tested and my authorization to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy.

(Date)

(Employee Signature)

(Date)
FORM

(Employer Signature)

**LAST CHANCE AGREEMENT
FOR VIOLATION OF
DRUG/ALCOHOL USE POLICY**

THE BUFFALO GROVE FIRE DEPARTMENT (the "Employer") agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug use. The following conditions apply to your rehabilitation program:

You must authorize the Employee Assistance Program to provide proof of enrollment in an alcohol and drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to the Fire Chief. The Employer will closely monitor your attendance and will terminate you (cancel your agreement) if you do not regularly attend all required sessions.

You will pay for all costs of rehabilitation, which are not covered under the Employer's benefit plan.

During the five years following completion of your rehabilitation program, the Employer, under the direction of the Substance Abuse Professional, will test you for alcohol or drug abuse on an unannounced basis, while on duty. The Employer will promptly terminate you (your services) if you refuse to submit to testing or if you test positive during this five-year period.

You must meet all established standards of conduct and job performance. The Employer will terminate you (your services) if your on-the-job conduct or job performance is unsatisfactory. Satisfactory performance includes ongoing compliance with the drug testing policy, including testing if there is reasonable suspicion of violation of the prohibition of use.

Nothing in this agreement alters your employment status. The Employer hopes its employment relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment (terminate your agreement) at any time for any or no reason without notice.

I voluntarily agree to all the above conditions and authorize the Employee Assistance Program to provide the Fire Chief with proof of my enrollment and attendance at the recommended rehabilitation program.

(Date)

(Employee Signature)

(Date)
FORM

(Employer Signature)

**BUFFALO GROVE FIRE DEPARTMENT
REPORT OF REASONABLE SUSPICION
OF THE
DRUG/ALCOHOL USE POLICY**

(This form must be completed the same day the Employee is asked to take a test)

I, _____ (Staff ~~Officer~~ Chief Officer/Acting Shift Officer), and
I, _____ (Lieutenant)

have observed behavior in _____ (Employee)
that is consistent with the guidelines to determine that there is sufficient reasonable suspicion to believe that the employee may or is under the influence of illegal substances ~~Prohibited Drugs~~ determining the need for reasonable suspicion drug testing as defined in the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy.

The Employer will adhere to the following guidelines when determining the need for reasonable suspicion drug testing: (Circle the observed behavior(s). The Employer will adhere to the following guidelines when determining the need for reasonable suspicion drug testing:

1. Observable phenomena such as direct observation of use and/or physical symptoms of impairment resulting from using or being under the influence of Prohibited Drugs or alcohol use.

~~1.2.~~ The employee manifests articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position including symptoms of, speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery, disregard for the safety of employees or others

1. ~~Direct observation of drug use while at work.~~

2. ~~Direct observation of physical symptoms or manifestations of being in violation of the Employer's Drug and Alcohol Abuse Policy while at work.~~

3. ~~Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.~~

4. ~~A report of drug abuse, provided by a reliable and credible known source, which has been independently corroborated.~~

5. ~~Evidence that an individual has tampered with a drug test during his/her employment with the current Employer.~~

6. ~~Information that an Employee has caused, or contributed to an accident while at work.~~

7. ~~Evidence that an Employee has used, possessed, sold, solicited, or transferred drugs while working or while on this Employer's premises or while operating this Employer's vehicle, machinery or equipment.~~

NOTES:

(Staff Officer)

(Date)

(Lieutenant)

(Date)

(Fire Chief)

(Date)

FORM

~~ACKNOWLEDGMENT, RELEASE AND CONSENT
OF THE
BUFFALO GROVE FIRE DEPARTMENT
DRUG/ALCOHOL USE POLICY AND PROCEDURES~~

I acknowledge that the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL CIO, CLC, has a Drug and Alcohol Abuse Policy (the "Policy") and consent to the following:

- ~~As a condition for consideration of my application for employment, I agree to undergo screening of my urine for illegal drug. I further understand and agree that if employed, as a condition of my employment, I will be required to submit to testing for the detection of prohibited substances or alcohol based upon suspicion or following an accident, injury, spill or returning to work after an absence of 30 days or more.~~

I consent to be tested and authorize any doctor, laboratory, hospital or medical professional, retained by ~~BUFFALO GROVE FIRE DEPARTMENT~~, to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy. I release the doctors, laboratories and couriers or hospitals retained by the ~~BUFFALO GROVE FIRE DEPARTMENT~~, their Employees, agents, contractors and successors and assigns from any liability whatsoever arising from the request to furnish the urine, the testing of the urine sample and decisions made concerning continued employment based upon the results of the analysis.

(Date) _____ (Applicant ~~Applicant~~ Signature)

(Date) _____ (Employer Signature)

Attachment: Final Redline for IAFF 4.19.23 (O-2023-74 : IAFF Contract)

APPENDIX B – COMPARABLE COMMUNITIES

1. Elk Grove Village
2. Glenview
3. Gurnee
4. Highland Park
5. Hoffman Estates
6. Morton Grove
7. Mount Prospect
8. Mundelein
9. Niles
10. Northbrook
11. Park Ridge
12. Rolling Meadows
13. Wheeling
14. Wilmette

AN AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION
LOCAL 3177, IAFF, AFL-CIO, CLC
MAY 1, 2023 THROUGH APRIL 30, 2025

Attachment: Final 2023 -2025 IAFF CBA (no redline) (O-2023-74 : IAFF Contract)

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AGREEMENT

This Agreement is made and entered into by and between the Village of Buffalo Grove, Illinois (hereinafter referred to as the “Village”), and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, of the International Association of Fire Fighters, AFL-CIO, CLC, (hereinafter referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire Agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances, as provided herein.

The Union agrees that its membership is committed to excellence in carrying out the duties and mission of the fire department and the Union executive board agrees it has a duty to address substandard performance among its members.

Now, therefore, the parties agree as follows:

ARTICLE I

Section 1.1 Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative for all full time Firefighter/Paramedics and Lieutenants employed by the Village of Buffalo in the classifications or ranks of Firefighter/Paramedics and Lieutenants, but excluding Deputy Fire Chiefs, Battalion Chiefs, managerial, all part time or temporary employees, all civilian employees, and all other employees of the Department and the Village.

Section 1.2 Fair Representation.

The Union recognizes its responsibility as bargaining agent, and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability, (monetary or otherwise). In addition, the Union shall be responsible for paying all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation, although indemnification shall not be extended due to errors that are solely the fault of the Village.

Section 1.3 Non-Discrimination.

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, Union membership or non-membership or political affiliation. Any formal dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 1.4 Gender.

In this Agreement, all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

ARTICLE II

Section 2.1 Use of Bulletin Board.

The Village will allow the Union to place a bulletin board in the bunk rooms of each fire station for the posting of official Union notices of a non-partisan, non-derogatory nature. The Union will limit the posting of Union notices to such bulletin boards.

ARTICLE III

Section 3.1 Management Rights.

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees to make and implement decisions with respect to the operation and the management of its operations, in all respects, including all rights and authority possessed or exercised by the Village prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment, and

to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change these standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether the services to be provided by employees covered by this Agreement, or by other employees, or non-employees not covered by this Agreement; to determine whether services may be contracted or sub-contracted out; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to the grievance and arbitration procedure); to enforce and alter those provisions covered under the Village of Buffalo Grove Personnel Rules, to enforce and alter the Buffalo Grove Fire Department Standard Operating Procedures Manual and Fire Department Rules and Regulations; to evaluate employees; to discipline, suspend, and discharge employees for just cause (probationary employees for any reason with or without cause) in accordance with the Fire Department rules and policies, the Board of Fire and Police Commission rules and regulations, and the Illinois Board of Fire and Police Commissioners Act; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed, written provisions of this Agreement.

Section 3.2 Contracting Out.

No employee shall be laid off as the direct result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. If subcontracting is a factor in the decision not to hire additional Village employees as firefighter/paramedics, the Village will give the Union at least ninety (90) days advance notice of the effective date of the decision. The Village will discuss the issue with the Union.

Additionally, current staffing levels of employees covered by this Agreement will not be subject to subcontracting decisions by the Village. Only additional staffing needs above the current staffing levels may be considered by the Village and Department from time to time will be subject to subcontracting.

Section 3.3 Precedence of Agreement.

If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or law or a written rule, regulation, directive, policy, or procedure which may be in effect from time to time, the specific provision(s) of this Agreement for its duration, shall take precedence except as prohibited by law.

ARTICLE IV

Section 4.1 Safety Committee.

The Village and the Union recognize the importance of maintaining a Fire Department Safety Committee to address safety issues within the Department and to promote the safety, welfare and physical wellbeing of all Fire Department personnel.

The Safety Committee shall be comprised of up to five (5) members, at least four (4) of which will be represented by Local 3177, and one (1) Battalion Chief (Safety Officer). The Fire Department Safety Officer shall serve as Chairman. At least one member shall be appointed by the Union.

Section 4.2 Standard Operating Procedures Committee.

The SOP Committee has the responsibility to make any recommendations to the Fire Chief for changes in the SOP manual as necessary, but only in the form of recommendations which may or may not be accepted by the Fire Chief. The purpose of this Committee will be to complete the review of the SOP manual and divide it into "Standard Operating Procedures" (SOPs).

The Committee will remain idle until such time the Fire Chief deems it necessary to review a particular SOP. At no time will the SOP Committee be charged with the review or consideration of SOPs that involve mandatory subjects of bargaining. Those items will be addressed through the Labor Management Committee as established in Section 4.3 of this Agreement, or through the normal negotiation process at the end of any Agreement.

Section 4.3 Labor-Management Committee.

The Village and Union recognize the need to communicate on a regular basis throughout the term of this Agreement. In order to facilitate an open and candid exchange of information, a Labor-Management Committee will be the forum for these communications. The purpose of the Committee is to establish a regular pattern of meetings to discuss issues of mutual concern.

The Labor-Management Committee may be comprised of the following:

For the Village -- Fire Chief, Deputy Chief(s), Battalion Chiefs, EMS Educator/Coordinator, Fire Department Management Analyst, Village Manager, Director of Human Resources, and Director of Finance.

For the Union -- Union President, Vice-President, Secretary, three (3) Shift Stewards and Lieutenant representative.

The Committee shall meet at least four (4) times in a calendar year unless the parties mutually agree to meet more or less. If any Labor-Management Committee meeting is scheduled during work hours of an employee, such employee(s) shall be released from duty to attend such meeting without loss of pay.

The Labor-Management Committee process shall include the opportunity for the Union President, Fire Chief or Village Manager to schedule a meeting, the purpose of which will be to discuss issues affecting members of the bargaining unit with members of Village and Department senior staff. This meeting is to be facilitated by the Village Manager and Director of Human Resources.

Section 4.4 Promulgation of New or Revised Rules.

The Fire Department agrees to notify the Union in advance of promulgating or implementing any new or revised rules and regulations or Board of Police and Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Relations Act. Such notice shall be afforded sufficiently in advance of the purpose and effective date of the proposed change (and at least ten (10) calendar days) to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

Section 4.5 Wellness/Fitness Program.

The Village and Union agree that both parties will support a proactive mandatory wellness/physical fitness program. Both parties agree that the program is to improve the quality of life of all personnel. This program will be administered in accordance with SOP 102.02 Member Health and Safety – Physical Fitness Program.

Section 4.6 Return to Work After Illness/Injury.

All employees returning to work after injury or illness situations, whether they are duty or non-duty related, may be required to have a release from the employee's health care provider to ensure that the employee may perform the essential functions of their position either with or without a reasonable accommodation when medically necessary. The Village will provide information on fitness standards to the employee, who will then provide this information and documentation to the employee's doctor/health care provider and/or physical therapist or provider to aid in any injury or illness recovery efforts.

The Department may require the employee to obtain a release from a doctor/health care provider selected and fully compensated by the Village prior to returning to work to ensure that the employee is fit for duty. The Department's selected doctor will review the employee's overall health as it relates to the job description, essential job duties and any

other job related criteria which are considered to be the essential functions of the job in order to determine whether an individual is physically and mentally able to perform essential job duties without undue risk or harm to themselves or others (with or without reasonable accommodation(s) when medically necessary). The doctor may use the data collected from the individual's fitness history as a measure in making this determination when deemed medically relevant and helpful. In addition, and based on BGFD SOP 101.36, employees may be required to perform essential job functions specifically related to the injury prior to returning to full duty as prescribed by the doctor.

If the employee is not cleared to return to work by the Village's doctor, a third doctor will be selected by the Village's and employee's doctor(s) in an expeditious manner with the assistance of the Village's Human Resource Director. The employee will then be sent to the third doctor. The third doctor will then determine if the employee is cleared to return to work. The cost of the third doctor will be equally divided by the Village and the employee. An employee not cleared to return to work may apply for sick leave or any other leave of absence as provided by this Agreement and/or for disability pension to the extent provided by State statutes.

Employees who are off work for a non-OJI and are required to see the Village's doctor prior to returning to work will be compensated at the rate of two (2) hours of straight pay in lieu of two (2) hours of sick pay and will require verification by the doctor's office. Under no circumstances shall overtime, premium, or additional straight pay be paid in this situation.

Employees who are actual or perceived to be physically and/or mentally unfit for duty shall be evaluated by an appropriate medical/mental health doctor(s) of the Village's choosing. If a medical/mental health doctor determines an employee is physically and/or mentally unfit, the Village retains the right to remove them from active duty. In the event that a medical/mental health doctor of the Village's choosing determines that an employee is physically and/or mentally unfit for duty, the employee may request a second opinion. The second opinion will be paid for by the employee and chosen by the employee and must be a medical/mental health doctor specializing in the field related to the unfit determination and must be part of the Village's doctor health insurance network. If the first and second opinion conflict a third medical/mental health doctor may be selected as in the standard above for injuries or illness and the opinion of the third medical/mental health doctor shall prevail. The expenses incurred for the third medical/mental health doctor will be equally split between the employee and the Village. The Village retains the right to remove from active duty any employee who has been determined to be unfit for duty by a medical/mental health doctor via a fitness for duty evaluation. Following all procedures contained in the Standard Operating Procedures of the department.

Section 4.7 Drug and Alcohol Testing Policy.

A. Policy Statement

Employees are a most valued part of the Village of Buffalo Grove Fire Department (the “Employer” or “Department”). Their health and safety are serious Employer concerns. Use or misuse of Prohibited Drugs (as defined below) and/or alcohol misuse present unacceptable risks to the health, welfare and safety of our employees and the public generally. It is, therefore, the policy of the Employer, and the Union agrees, that all employees of the Department must be free of the effects of Prohibited Drugs and alcohol while On Duty and on Department Premises.

The adverse impact of prohibited drug abuse at work has been recognized by the federal government and many states. The employer may utilize the regulations issued by the federal government as its standard and is committed to maintaining a drug-free workplace. Where applicable, Illinois state laws which differ will supersede this general policy and will be followed for employees in this state. All employees are advised that remaining drug-free are conditions of continued employment or service with the employer.

B. Prohibitions:

It is the policy of the Employer that employees are strictly prohibited from:

1. Using, selling, purchasing, transferring, delivering, consuming, possessing or presence in one’s system (at levels determined by the DOT guidelines) of any prohibited drug(s) or alcohol while On Duty or on Department Premises.
2. Use of any controlled substance or prohibited drug(s) at any time, except as prescribed by a doctor in accordance with the prescription;
3. Having a blood alcohol concentration (BAC) breath test result that equals or exceeds DOT standards (0.02%) while on duty;
4. Consuming alcohol within four (4) hours prior to reporting to On Duty status;
5. Consuming or possessing alcohol while On Duty or on Department Premises (except if stored in employee’s personal vehicle in closed a container for use during off duty time);
6. Consuming alcohol within the eight (8) hour period immediately following an accident (or until laboratory testing process is completed as set forth below in this policy, if later);

7. Impaired behavior or inability to perform duties due to the use of Prohibited Drugs or alcohol;
8. Refusing to submit to, cooperate with, sign relevant consent/testing forms (unless incapacitated) and/or unreasonable delay in submitting to a test when requested pursuant to this policy.

C. Definitions:

For purpose of this Policy:

1. The phrase **“On Duty”** includes times the employee is scheduled to be working, on Department premises, while engaged in Department business, while operating Department equipment and/or vehicles (including leased vehicles).
2. The phrase **“Prohibited Drug”** is defined as any drug or controlled substance that is unlawful under either federal or state law (including unlawful use of a prescriptive medication contrary to directives on prescription).
3. The phrase **“Reasonable Suspicion”** means a good faith belief that an employee is under the influence of alcohol (or impaired by) Prohibited Drugs, legal drug use, or any combination thereof based on objective information, facts or phenomena such as:
 - a. Direct observation of use or possession and/or physical symptoms of impairment resulting from using or being under the influence of Prohibited Drugs or alcohol or misuse of legal drugs;
 - b. The employee manifests objective, articulable symptoms while on duty that cause management to believe that employee may have decreased or lessened ability to perform the duties or tasks of the employee's job position, including symptoms such as: abnormal or changed speech; changes or abnormal physical dexterity, agility, coordination or demeanor; irrational, erratic or unusual behavior; abnormal or unusual change of employee's appearance, conduct, behavior or body odors; employee's negligence or carelessness in operating equipment or machinery; disregard for the safety of members of the public or other employees while on duty; and/or damage to Village or department property or equipment.
4. **“DOT regulations”** means: Title 49 of the Code of Federal Regulations.

D. **Order to Submit to Drug and/or Alcohol Testing:** May be issued under the following circumstances:

1. **Reasonable Suspicion Testing:** Two ranked Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief) have Reasonable Suspicion (as defined above) that an employee is in violation of this policy or impaired by or under the influence of prohibited drug(s) and/or alcohol. One Battalion Chief/Acting Battalion Chief and one Acting Lieutenant shall be used to establish reasonable suspicion if two ranked officers are not immediately available.
2. **Corroborating Information Report:** Information is provided by an identifiable third party that an employee may be in violation of this policy, impaired by or under the influence of prohibited drug(s) or alcohol which information is corroborated by two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief). One Acting Lieutenant may be used if two ranked officers are not immediately available.
3. **Accident:** Following an on-the-job accident as defined by federal DOT regulations.
4. **Injury:** when an employee is injured in a manner outside of a vehicle accident, as defined by DOT, and reasonable suspicion exists as defined by this section, unless the injury is serious enough where testing is required by another agency (IDOL, OSHA, etc.)
5. **Post-Violation Agreement:** As deemed appropriate by management for up to five (5) years after the incident that involves a policy violation pursuant to a written agreement if the Chief (or designee) concludes that dismissal is not necessary to resolve the problem and remedy the violation.

E. **Testing Procedures.**

1. All drug and alcohol testing procedures, which include specimen collection, chain-of-custody, and lab quality control, shall be in compliance with federal DOT regulations (as defined earlier). The laboratory used to conduct the testing must employ trained medical personnel and be licensed by the State of Illinois to perform such testing.
2. The testing facility may require legal written consent and a State-issued photo identification card at the time the employee submits to be tested. A list of NIDA certified laboratories that may be used is appended hereto. The following Prohibited Drugs will be tested for: Amphetamines, Cocaine,

Marijuana, Opiate Metabolites, Phencyclidine (PCP). Alcohol will also be tested for.

3. Forms used to document the testing process will be determined by the laboratory conducting the test and additional documents referenced in Appendix A prepared by the Employer for this purpose.
4. Positive test results shall mean a positive result on both an initial screening test and a confirming retest of the same sample. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken by the employer based on the test results.
5. A positive confirming test result is one where the specimen tested contained alcohol, Prohibited Drugs, or drug metabolite concentrations at or above the concentrations specified in the DOT regulations (as defined earlier).
6. Results reporting procedures will be done in accordance with the Department of Transportation guidelines.
7. All results of drug tests are reviewed by a Medical Review Officer. When a test is confirmed positive, the Medical Review Officer conducts a confidential interview with the employee to determine if there is a legitimate medical explanation for the positive test. If the employee can give a legitimate medical explanation for the positive test result (with supporting documentation upon request of the MRO, the Medical Review Officer will report the verified test result as negative. If the employee cannot give the Medical Review Officer a legitimate medical explanation (and/or supporting documentation), a verified positive test result will be reported as positive. Results then are reported confidentially to the Fire Chief or his designee.
8. Random drug testing of employees will not be conducted except if agreed upon by the Parties pursuant to an optional reinstatement agreement. There is nothing in this Section 8 that requires either Party to agree to any reinstatement agreement.

F. Miscellaneous procedures/policy terms:

1. **Employer Contact.** All questions or concerns should be directed to the Fire Chief at (847) 537-0995 or immediate supervisor. Employees may also direct questions or requests for reasonable accommodation to the Village's Human Resources Department.
2. All employees subject to this policy are expected to refrain from consuming alcohol in any amount (a) while on duty, (b) while performing work activities or department business, (c) during the four (4) hour period prior to reporting On Duty, (c) during the eight (8) hour period after an accident

- or test request is made to the employee by management (or until tested is completed if later).
3. Any employee who is experiencing difficulty with alcohol or Prohibited Drugs (or misuse or abuse of lawful drugs) is encouraged to seek assistance through the Village's Employee Assistance Program (EAP). An employee's after the fact request for assistance will not excuse a policy violation.
 4. The Employer will notify and cooperate with law enforcement agencies in the investigation of any employee suspected of the possession of, sale of, purchase of, delivery of or use of Prohibited Drugs on Department premises (or vehicles).
 5. Employees covered by the collective bargaining agreement are entitled to union representation. If representation is requested by the employee, a union representative will meet the employee at the collection site, provided the representative is available and that securing such representative does not impede or unreasonably delay the testing process.
 6. Forms used by the Village when testing is required are located in Appendix A.
 7. Any employee who tests positive may be subject to discipline. Any employee who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process will be subject to the same discipline as a positive drug/alcohol test result.
 8. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each employee. Appropriate efforts will be made to maintain the dignity of employees involved. Disciplinary action will, however, be taken as deemed necessary by the Chief (or designee) to remedy the policy violation.

Consequences of Policy Violation:

A violation of this policy constitutes just cause for disciplinary action, including discharge if deemed appropriate by the Chief (or designee) based on the circumstances involved and the employee's overall work record.

Section 4.8 Performance Evaluation Plan.

The Village and Union recognize that the Performance Evaluation Plan is a vehicle intended to measure and evaluate on-the-job performance.

The employee's annual performance evaluation shall be completed by the employee's current supervisor and discussed with the employee prior to the end of the year.

If an employee has a disagreement with his/her evaluation, the first step of review will be at the level of the employee's immediate supervisor. If the immediate supervisor cannot resolve the disagreement, the next step will be to have the employee's Battalion Chief review the evaluation. If at this step the employee's disagreement is not resolved, the employee may then appeal to the Fire Chief in conjunction with the Director of Human Resources. If the employee's disagreement is not resolved at this level, the employee may then meet with the Village Manager as a final step of appeal. The findings of the Village Manager will be deemed the final resolution and his findings may not be grieved. All final resolutions, no matter at what level, will be in writing.

For the first and second step of this process, the time frame allotment will be fifteen (15) days for the appropriate level or response. For the remaining steps the time frame will be twenty (20) days for the appropriate response. Days are counted as business days, Monday – Friday.

All goals and objectives given by a supervisor will be realistic, attainable and discussed with the employee. Goals that are mandated by the department will be supported or funded by the department.

Section 4.9 Secondary Employment.

Employees and the Department shall follow the BGFD SOP 101.21 Hours and Duration.

ARTICLE V

Section 5.1 No Smoking.

Employees covered under this Agreement shall restrict their tobacco use in accordance with state law.

Section 5.2 Residency.

There will be no residency requirements for employees covered under this Agreement.

ARTICLE VI

Section 6.1 Salaries.

The Village agrees to place the maximum base pay for Lieutenant/Paramedic and Firefighter/Paramedic at the nearest step one-half percent (1/2%) above the third (3rd) highest agreed upon comparable community, prior to the Village position being included.

For purposes of determining the salaries of job titles within the bargaining unit, for the duration of this Agreement longevity pay at 15 years and stipends shall be added to the “base” salaries of all comparable, as well as those of the Village.

Only the following stipends will be applied in the formula:

1. Firefighter/Paramedic: Firefighter III or Advanced Firefighter, Fire Apparatus Engineer, Shift Reduction and Paramedic
2. Lieutenant: Paramedic, Shift Reduction and Fire Officer I

Collectively, these components shall determine the base salary for each comparable community. For the purpose of determining the general wage increase of comparable communities who have not yet resolved their annual wages by the date of the Buffalo Grove wage reopener, the average of the actual general wage increase and above referenced stipends granted by comparable communities shall be calculated and applied for that time frame.

Salary Schedule – May 1, 2023 to April 30, 2024

Effective: May 1, 2023

- A. Firefighter/Paramedic (2.02% Increase):
 1. The minimum and entrance salary at Step 288 as delineated in the Village of Buffalo Grove’s Municipal Classification and Pay Plan, or \$71,986.72; and,
 2. The maximum salary, exclusive of overtime pay shall be at Step 386 or \$117,361.92.
- B. Fire Lieutenant/Paramedic (2.52% Increase):
 1. The minimum and entrance salary at Step 397 as delineated in the Village of Buffalo Grove’s Municipal Classification and Pay Plan, or \$123,980.48; and,
 2. The maximum salary exclusive of overtime pay shall be at Step 418 or \$137,668.96.
- C. Fire Lieutenant/Non-Paramedic (2.52% Increase):

1. The minimum and entrance salary at Step 393 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$121,530.24; and,
2. The maximum salary exclusive of overtime pay shall be at Step 414 or \$134,950.04.

Step Plan Illustration – Firefighter/Paramedic –Effective: May 1, 2023

Starting pay:	\$71,986.72 (Step 288)
Pay after first complete year of employment:	\$77,192.96(Step 302)
Pay after second complete year of employment:	\$82,775.68(Step 316)
Pay after third complete year of employment:	\$88,759.84 (Step 330)
Pay after fourth complete year of employment:	\$95,180.80 (Step 344)
Pay after fifth complete year of employment:	\$102,063.52 (Step 358)
Pay after sixth complete year of employment:	\$109,445.44 (Step 372)
Pay after seven or more complete years of employment:	\$117,361.92 (Step 386)

Fire Lieutenant/Paramedic – Effective: May 1, 2023

Starting pay (newly promoted):	\$123,980.48 (Step 397)
Pay after first complete year of employment:	\$130,971.36 (Step 408)
Pay after two or more complete years of employment:	\$137,668.96 (Step 418)

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2023

Starting pay (newly promoted):	\$121,530.24 (Step 393)
Pay after first complete year of employment:	\$128,385.92 (Step 404)
Pay after two or more complete years of employment:	\$134,950.40 (Step 414)

Section 6.2 Wage and Benefit Reopener

Unless explicitly provided elsewhere in this Agreement, no other changes modifications shall be made to this Agreement except that each party has the option to reopen the Agreement as follows:

- A. In the month of March of the second year of this Agreement (2024), either party may reopen Article VI, Section 6.1 – Salaries and Section 6.8 – Health Benefits and each party may discuss one additional issue to negotiate.
- B. The parties agree that nothing herein prohibits the opening of negotiations in 2025 for a successor Agreement prior to the expiration of this Agreement on April 30, 2025.

Section 6.3 Overtime.

- A. Overtime hours shall be non-scheduled hours worked in excess of the work week when worked at the specific direction or with the approval of the immediate supervisor and shall be paid at one and one-half times the employee's regular straight time hourly rate of pay. An employee's regular straight time hourly rate of pay for overtime pay purposes shall be computed as follows: the employee's annual salary shall be divided by 2631.84 to determine the employee's regular straight time hourly rate of pay.
- B. Overtime shall start seven (7) minutes past the normal shift when an employee is held over because of a call or when another employee reports late for work. In cases when an employee is held over because of a call after 0822 hours, employees will be paid one hour minimum overtime for the first hour. In all other instances, overtime will be paid in quarter hour increments based on the seven (7) minute windows, as demonstrated in the example below.

Time		Hours of OT
08:00	08:07	0
08:08	08:22	0.25
08:23	09:07	1
09:08	09:22	1.25
09:23	09:37	1.5
09:38	09:52	1.75
09:53	10:07	2
10:08	10:22	2.25
10:23	10:37	2.5
10:38	10:52	2.75
10:53	11:07	3

- C. Callbacks or forcebacks taking place on any Village recognized holiday on the list indicated in Section 7.2 (not observed) will be paid at two (2) times the employees regular straight-time hourly rate of pay.
- D. Employees shall be paid one and one-half the employee's regular straight time hourly rate of pay for regularly scheduled hours of work which are actually worked in excess of two hundred twelve (212) hours in the employee's normal 28 day work cycle (or in excess of the applicable hours ceiling under the Fair Labor Standards Act should the Village designate different FLSA employee work cycles in accordance with the Fair Labor Standards Act.)
- E. Overtime shall also be paid for clinical time required to maintain EMT-P status.
- F. Overtime shall be distributed according to SOP 101.25.

Section 6.4 Training Overtime.

Employees shall be paid at one and one-half times the employee's regular straight time hourly rate of pay for attending department sponsored school training in compliance with BGFDP SOP 700.02 and in the same manner outlined in Section 6.3 Overtime.

Personnel will be paid time-and-one-half for taking required OSFM exams under the following conditions:

1. Personnel must sign up for the exam within thirty (30) days of the completion of the course, provided the State exam is not given as part of the class;
2. Personnel must take the exam within ninety (90) days of the completion of the course;
3. Personnel will be paid for the maximum amount of time allotted by the State for completion of the exam, regardless of the actual time it takes the employee to complete the exam;
4. Payment will only be provided upon proof of passing the exam;
5. Payment will also only be provided for taking the exam once, regardless of the amount of times required to successfully pass;
6. If personnel do not meet the above listed parameters, no pay will be given for the exam.

Section 6.5 Longevity.

Employees shall be eligible for longevity pay beginning with the fifth anniversary of their original employment date. Longevity awards will be presented on the employee's anniversary date according to the following schedule and are subject to deductions:

Years of Service	Award
5 through 9	\$400
10 through 14	\$600
15 through 19	\$800
20 or more	\$1,000

Section 6.6 Temporary Assignment to Higher Level Position.

When an employee, at the direction of the Village, is assigned to perform the duties of the position of Acting Lieutenant or Acting Shift Commander that employee will be compensated at a rate equal to the step which provides a five percent (5%) or ten (10) step

increase above the top pay of their current rank using the Village of Buffalo Grove Salary Administration Plan.

In situations where Firefighter/Paramedics are assigned to fill in for a Lieutenant who is performing other duties in the Village, they will be paid Acting Lieutenant pay after a minimum of three (3) consecutive hours worked in the capacity of Acting Lieutenant in any twenty-four (24) hour period. This Section shall not apply to callbacks or Special Duty assignments.

Section 6.7 Call Backs.

All General call backs shall be paid at time and one half and for a minimum of one (1) hour.

Section 6.8 Health, Dental and Vision Benefits.

The Village shall grant employees covered by this Agreement, except as specifically and expressly limited by this Agreement, all benefits and provisions including but not limited to the following: life, health, dental and vision insurance, vacation leave, special leave and uniform provisions as granted under the Buffalo Grove Personnel Rules as set forth on June 1, 1984; and changed thereafter.

BENEFITS:

Employees covered under the Agreement shall receive the same health, dental and vision benefits granted to the Village's non-union employees, including, but not limited to plan design and premium contribution.

1. All employees who elect Health Insurance coverage will pay a premium contribution equal to fifteen percent (15%) of the premium for that class of coverage.
2. There will not be any financial contribution for participation in the dental or vision component of the health insurance program.
3. The Village may make reasonable changes to the structure of the plans without the approval of the bargaining unit. Including, but not limited to the replacement of the HMO with an EPO or PPO.

All employee premium contributions will automatically be taken out of an employee's check on a pre-tax basis via Section 125 of the Internal Revenue Code. This means that employees will not pay taxes on the premium contributions.

Nothing set forth herein shall prohibit the right of the Village to obtain other hospitalization and major medical benefits or change such benefits under a different program or with a different insurance company (including self-insurance), provided the basic level of coverage and benefits are substantially similar. The Village will notify the employees, in writing, of any changes in the basic level of coverage and/or benefits.

The Village reserves the right to institute cost containment measures regarding insurance coverage. Such changes may include, but are not limited to mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition of week end admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Dental Insurance. Employees may elect to participate in any dental insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such dental insurance for both employee and dependent coverage.

Vision Insurance. Employees may elect to participate in any vision insurance program for themselves and their dependents which the Village of Buffalo Grove has provided to Village employees generally. The Village shall be responsible for one hundred percent (100%) of the costs of such vision insurance for both employee and dependent coverage.

Life Insurance. Each employee shall receive a group life insurance policy in an amount equal to the employee's annual salary.

Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 6.9 Health, Dental and Vision Benefit Reopener.

The parties agree to meet according to Article VI, Section 6.2 – Wage and Benefit Reopener to discuss and establish the employee's share of the premium for employee and dependent health care, dental and vision coverage. Any impasse in negotiations on these

issues shall be subject to Interest Arbitration under Section 14 of the Illinois Public Labor Relations Act.

Section 6.10 Special Duty Pay.

An off duty employee who works special duty – defined as a duty in which the Village is reimbursed will be compensated at one and one half the rate of pay for hours based on a forty (40) hour work week.

Section 6.11 Attendance at Grievance Meetings.

Every effort shall be made to hold grievance meetings and/or arbitration hearings on shift. However, if any grievance meeting or arbitration hearings are required to be scheduled during the working hours of any grievant, only the grievant shall be released from duty to attend such meetings or arbitration hearings, without loss of pay.

ARTICLE VII

Section 7.1 Definitions

For the purpose of this contract and BGFD SOP 101.23, the following definitions will be used:

“Swap” is a situation when the on-duty employee verbally requests coverage by another employee arriving for duty. The swap is based on a verbal agreement between the two employees, with the agreement of the station officer. In this situation, no documentation is required, but the employee currently on duty may not leave the station earlier than 0800 hours.

“Duty trade” is a situation when the employee currently on duty requests coverage by another employee arriving for duty. When effected, the station officer must be notified and approval must be given verbally by the shift commander and documented. Once these conditions have been met, the employee requesting the duty trade is considered “off-duty” and may leave the station. It shall be an acceptable practice for any union member with acting lieutenant status to duty trade with a union officer as long as two lieutenants are on duty during the same shift.

Section 7.2 Holidays.

Employees shall receive three (3) floating holidays per calendar year, said days to be scheduled with the specific prior approval of the Fire Chief or his designee.

Employees working on any Village recognized holiday listed herein will be paid an additional twelve (12) hours of straight time at their current rate of pay. Employees may duty trade or utilize paid time off for up to four (4) consecutive hours during this shift and still receive holiday pay. However, the pay will be pro-rated based upon the following formula.

$$\frac{\text{Total Hours Worked During Holiday}}{24} \times 12$$

Recognized holidays:

- a. New Year's Day (January 1)
- b. Martin Luther King's Day (official recognized)
- c. President's Day (official recognized)
- d. Memorial Day (official recognized)
- e. Independence Day (July 4)
- f. Labor Day (official recognized)
- g. Thanksgiving Day (official recognized)
- h. Day after Thanksgiving Day (official recognized)
- i. Christmas Eve (December 24)
- j. Christmas Day (December 25)

Employees may conduct duty trades on any Village recognized holiday listed herein and still receive holiday pay for village recognized holidays.

Section 7.3 Kelly Days.

Employees shall receive twelve (12) shift days off per calendar year. These work reduction days, or Kelly Days, will be assigned to employees by the Fire Chief in order to facilitate the provisions of the Fair Labor Standards Act.

Reduction of Kelly Days may occur as a result of sick leave, injury leave or any other long term leave. After each ten (10) consecutive duty day period, one (1) Kelly Day will be reduced from the employee's accrual. For the purpose of calculating the reduction, the use of employees' personal time off during the duration of the leave will not be counted as part of the Kelly Day reduction process.

Kelly Day accrual for employees during their first and last year of employment will be prorated based on actual full months worked during that calendar year based on the twelve (12) day calculation.

Section 7.4 Sick Leave.

Abuse of sick leave is a serious matter. The Union shall join the Village in making a serious effort to monitor and correct the abuse of sick leave wherever and whenever it

may occur. Examples of abuse may include, but are not limited to; calling in sick prior to or immediately after a scheduled day off (SDO), use of sick time for reasons other than for its intent, excessive individual sick days in the course of a year, etc.

Employees covered by this Agreement shall be allowed sick leave on the basis of the following:

- a. Employees assigned to shift duty shall earn six (6) twenty four (24) hour shifts of sick leave with pay credit annually. This is equivalent to eighty (80) hours annually.
- b. Employees assigned to shift duty shall accrue sick leave according to the following schedule:

after two (2) months of service	two (2) shift
after four (4) months of service	three (3) shifts
after six (6) months of service	four (4) shifts
after nine (9) months of service	five (5) shifts
after twelve (12) months of service	six (6) shifts
- c. Employees may use overtime to purchase sick time hours in lieu of pay or compensatory time compensation. Sick time hours purchased will be at the time and one half rate identical to the accrual of compensatory time, (e.g. working four (4) hours of overtime has a value of six (6) hours of sick time purchased). Time purchased cannot exceed the maximum allowable accrued hours contained within the provisions of this document.
- d. Sick leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second calendar year of employment.
- e. Sick leave shall not be accrued while on leave of absence without pay.

Section 7.5 When Taken.

Sick leave with pay will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for an ill or injured member of the employee's immediate family, or to keep a doctor's or dentist's appointment. Sick leave shall not be granted in cases where regular or disability retirement has been approved, or for absence due to injuries resulting from employment in a position other than that held in the municipal service. Employees injured in the course of other employment shall be eligible for leave of absence without pay.

For the purposes of this Agreement, immediate family members shall include, husband, wife, domestic partner as recognized in a legal civil union, son, son-in-law, daughter, daughter-in-law, foster child, mother, mother-in-law, step mother, father, father-in-law, step father, brother, brother-in-law, sister, sister-in-law, step children and grandparents of the employee or his/her spouse.

When an employee finds it necessary to be absent for any of the reasons specified herein, he shall report the facts to an on-duty supervisor. An employee is required to give such notification one (1) hour in advance of his scheduled starting time. An employee is responsible for making a daily report (based on duty day) thereafter for the duration of the illness or injury. A medical certificate dated to the day the sick leave was taken may be required by the department head for any absence. Failure to comply with the provisions of this Section shall result in denial of sick leave. Three (3) consecutive duty days of absence without notice may result in dismissal after a complete investigation of the facts surrounding the absence.

Section 7.6 Accrual.

Employees assigned to shift duty may accumulate sick leave credit to a maximum of one hundred thirty (130) twenty four (24) hour shifts. This is equivalent to three thousand one hundred-twenty (3120) hours.

Section 7.7 Accrued Sick Leave.

Retiring employees are eligible to establish an employer sponsored Retiree Health Savings (RHS) Plan. Upon retirement, sick time based on the twenty four (24) hour shift schedule will be converted to the eighty (80) hour per paycheck schedule. This will be accomplished by multiplying the total number of hours accrued at the twenty four (24) hour shift rate by 0.66667. Employees will be eligible to apply their accrued sick leave based on the following table:

Years of Service and Age at Retirement Percent of three thousand one hundred and twenty (3120) Hours:

20 years of service	and 41 years of age at retirement	27.5%
20 years of service	and 42 years of age at retirement	30.0%
20 years of service	and 43 years of age at retirement	32.5%
20 years of service	and 44 years of age at retirement	35.0%
20 years of service	and 45 years of age at retirement	37.5%
20 years of service	and 46 years of age at retirement	40.0%
20 years of service	and 47 years of age at retirement	42.5%
20 years of service	and 48 years of age at retirement	45.0%
20 years of service	and 49 years of age at retirement	47.5%
20 years of service	and 50-54 years of age at retirement	50.0%
21 years of service	and 50-54 years of age at retirement	55.0%
22 years of service	and 50-54 years of age at retirement	60.0%

23 years of service	and 50-54 years of age at retirement	65.0%
24 years of service	and 50-54 years of age at retirement	70.0%
25 years of service	and 50-54 years of age at retirement	75.0%
26 years of service	and 50-54 years of age at retirement	80.0%
27 years of service	and 50-54 years of age at retirement	85.0%
28 years of service	and 50-54 years of age at retirement	90.0%
29 years of service	and 50-54 years of age at retirement	95.0%
30 years of service	or 55+ years of age at retirement	100.0%

The Retiree Health Savings (RHS) Plan will be administered by the ICMA Retirement Corporation and will allow employees to accumulate assets in order to pay medical and other eligible expenses in retirement. The legal basis for an RHS is currently based on Private Letter Rulings issued by the Internal Revenue Service which allow employers such as the Village to establish such plans. The provisions of this plan will be governed by documents executed by both the Village and ICMA Retirement Corporation. The documents collectively comprise the Vantagecare Retiree Health Savings Plan. It is the intent of the Village to establish a separate plan for the members of the Union.

The Village and Union will review and determine funding levels and formulas in compliance with rules appropriate to the legal basis used to establish the plan and as set forth from time to time in the Village's Personnel Rules and as permitted under applicable tax rules or statutes as adopted and/or amended. Employees who elect to participate in individual contribution programs may be subjected to all applicable rules, including irrevocability of those contributions.

At a minimum, the Village will apply the value of accrued sick leave (Deposit Value) into an employee's RHS Plan account at retirement. Employees must apply the entire value of accrued sick leave to their plan account based on the following formula:

$\text{Deposit Value} = \text{Number of sick leave hours (shifts)} \times \text{Dollar hourly value.}$

The dollar value shall be equal to the lowest hourly rate (which includes Performance Bonus) paid to all Village employees eligible to participate in the Plan as of January 31st for the calendar year in which the employee retires. The hourly rate will be applicable only for the year so calculated. That hourly rate value shall be distributed to all Village employees after it is calculated for the current year.

On an annual basis (January 1st through December 31st), employees will be able to convert up to one (1) twenty-four (24) hour shift of unused sick days for deposit into their Plan account; providing that they have completed one year of work with no more than one day of absence. An unused sick leave balance of seven hundred twenty (720) hours, thirty (30) Shift Days must be maintained in order to convert the shift day for deposit into the plan account.

Days converted for deposit into the plan account are subtracted from the employee's accrued sick leave balance. Conversion of the unused sick day shall not be into vacation leave or paid directly to the employee. The value of the conversion shall be equal to the employee's daily wage and not limited to the wage assigned to the retirement funding value calculated above.

Employees who leave the fire department due to disability or death will receive the value of their accrued sick leave under this plan as part of the RHS benefit.

Section 7.8 Medical Certificate.

A medical certificate required by a department head or designee for the employee shall consist of a written statement by a qualified medical professional indicating:

- A. The employee has been examined by a qualified medical professional during the period of absence.
- B. The symptoms observed or measured by the qualified medical professional.
- C. The stated diagnosis and medication and/or treatment prescribed.
- D. The dates on which the employee is expected to be physically incapacitated from work.

Employees who require the use of sick leave for a family member(s) may be required to provide a medical certificate after the second twenty-four (24) hour shift, or the sick time totaling the use of forty-eight (48) hours in a rolling calendar year.

A medical certificate required by the Fire Chief or designee for the employee's family member shall consist of a written statement by a qualified medical professional indicating:

Employee's name, patient's name, date of appointment, time-in, time-out, qualified medical professional's name and signature.

Employees will be compensated two (2) hours of pay at straight time. The Village will reimburse the employee for co-insurance and/or deductibles incurred to meet this standard, but only applying to office visit charges, or emergency room co-pay if the department directs the employee to visit an emergency room. To receive such reimbursement, the employee must provide documentation that itemizes all costs sought for reimbursement.

Section 7.9 Light Duty.

An employee who is ill/injured as the result of an occupational acquired illness/injury may be required to work for an available, temporary light duty assignment. An employee who is eligible for sick leave may volunteer to work for an available, temporary light duty assignment. All light duty assignments are made at the sole discretion of the Village. Light duty work shall be determined by the Fire Chief in consultation with employee and the employee's doctor.

An employee on light duty may be assigned to work in any Village department.

A light duty assignment shall not exceed sixty (60) calendar days and may be terminated prior to that time limit. The Fire Chief may extend light duty based upon consultation with the employee, the employee's doctor and, if necessary, a Village assigned and paid doctor.

Light duty assignments may be terminated based upon a lack of performance in relation to the assigned job.

Section 7.10 Vacation.

A. Employees covered by the Agreement shall receive vacation leave credit according to the following schedule:

- (1) 1st partial year and last partial year of service: 5/12 multiplied by months worked;
- (2) 1st full calendar year of service: 5 shifts
- (3) 2nd full calendar year of service: 6 shifts
- (4) 3rd full calendar year of service: 6 shifts
- (5) 4th full calendar of service: 7 shifts
- (6) 5th full calendar year of service: 7 shifts
- (7) 6th-10 full calendar year of service: 8 shifts
- (8) 11th-14th full calendar year of service: 9 shifts
- (9) 15th-19th full calendar year of service: 10 shifts
- (10) 20th - 24th full calendar year of service: 11 shifts
- (11) 25th (and after) full calendar year of service: 12 shifts

B. All other provisions of Vacation Leave are in accordance to the Buffalo Grove Personnel Rules.

Section 7.11 Hours and Duration.

The regular hours of duty (tour of duty) for employees shall be twenty-four (24) consecutive hours of duty, starting at 0800 hours and ending the following day at 0800 hours. The regular tour of duty shall be followed by forty-eight (48) consecutive hours off duty. Early swaps may be permitted as early as 0700 hours, but the employee currently on-duty may not leave the station any earlier than 0800 hours. Early swaps shall not be considered a duty trade and are not eligible for overtime compensation.

Section 7.12 Compensatory Time.

Compensatory time off may be taken by employees in accordance with BGFD SOP 101.13.

Section 7.13 Selection of Scheduled Days Off.

Scheduled days off (SDO) will be selected in accordance with BGFD SOP 101.15 SDO Selection.

Section 7.14 Family and Medical Leave of Absence (“FMLA”)

Unpaid family or medical leave will be granted, when requested and approved, or designated as such, by the Human Resources Director or his designee, in accordance with the Family and Medical Leave Act of 1993.

ARTICLE VIII

Section 8.1 Grievance-Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Buffalo Grove Board of Fire & Police Commissioners, except as otherwise provided in this Agreement, shall not be considered a grievance under this Agreement. Such grievance shall be filed by the Union on behalf of the employee.

Section 8.2 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows unless, by mutual agreement in writing, the parties waive one or more of the aforementioned steps:

STEP 1: The Union may submit the grievance of a Firefighter/Paramedic in writing to the Lieutenant as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance.

The Lieutenant shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Lieutenant shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Lieutenant’s response.

STEP 2: The Union may submit a grievance of a Fire Lieutenant in writing to the Battalion Chief as designated by the Fire Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested, and the signature of the grievant and his Union representative. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance.

The Battalion Chief shall render a written response to the grievant, with a copy being simultaneously given to the Fire Chief, within ten (10) calendar days after the grievance is presented. The decision of the Battalion Chief shall not be binding on the Village if the Fire Chief or his designee so advises both the grievant and the Union within ten (10) calendar days of receipt of the Battalion Chief's response.

If a grievance of a Firefighter/Paramedic is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to the Battalion Chief as designated by the Chief with ten (10) calendar days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the Union believes the grievance was improperly denied at the previous step in the grievance procedure. The Battalion Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Battalion Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following the meeting.

STEP 3: If a grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Fire Chief within ten (10) calendar days after receipt of the Village's answer in Step 2.

The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief shall investigate the grievance, and in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and the Union. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 4: If a grievance is not settled at Step 3 and the Union wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the Union in writing to the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 3. The grievance shall specifically state the basis upon which the grievant and the Union believe the grievance was improperly denied at the previous step in the grievance procedure. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and a Union representative within eighteen (18) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or his designee shall submit a written answer to the grievant and the Union within eighteen (18) calendar days following the meeting.

Section 8.3 Arbitration.

If a grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to Arbitration as described below within twenty-one (21) calendar days of receipt of the Village's answer as provided to the Union at Step 4:

- A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association, to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.

Each party also retains the right to request that the panels submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names; the other party shall then strike three (3) names. The person remaining shall be the arbitrator.

- B. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Union and Village representatives.
- C. The Village and the Union shall have the right to request the arbitrator to require the presence of witness or documents. The Village and the Union retain the right to employ legal counsel.

- D. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- E. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4 Limitations On Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step (second step in the case of Fire Lieutenants) and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with applicable Federal or State law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, Union and the employee(s) covered by this Agreement.

Section 8.5 Time Limit for Filing.

No grievance shall be entertained or processed unless it is signed by the grievant and submitted at Step 1 (Step 2 in the case of a Fire Lieutenant) within thirty (30) calendar days from when the event was known or reasonably should have been known giving rise to the grievance. If a grievance is not presented by the employee within the time limit set forth above, it shall be considered waived and may not be further pursued. Such waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances.

If a grievance is not appealed to the next step within the specified time period, or within an approved, written extension thereof, it shall be considered settled on the basis of the Village's last answer, provided, however, that such settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at this step and immediately appeal the grievance to the next step.

The parties may, by mutual written agreement, extend any of the time limits set forth in this Article.

Section 8.6 Miscellaneous.

No action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE IX

Section 9.1 No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slow-down, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unimproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds a position of officer or steward of the Union occupies a position of special trust and obligation to notify the employees of their actions as being a violation of this Article in order to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 9.2 No Lockout.

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE X

Section 10.1 Discipline and Discharge Investigations

Disciplinary actions instituted by the Village shall be for reasons based upon an employee's failure to fulfill his responsibilities as an employee. Where the Village believes

just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess including but not limited to the following penalties:

Counseling Session
Oral Reprimand
Written Reprimand
Suspension
Demotion
Termination

Any disciplinary action or measure other than a counseling session, oral and written reprimand imposed upon an employee shall be subject to review and appeal as provided for in this Agreement. Counseling sessions, oral and written reprimands shall not be subject to the arbitration procedure or to review by the Board of Police and Fire Commissioners. Employees shall have the right to file grievances concerning discipline covering suspension without pay, demotion and/or termination or they may choose the hearing process by the Board of Fire and Police Commissioners. Filing of a grievance shall act as a waiver by the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. A form containing such specific waiver shall be executed by the employee prior to filing a grievance. Seeking review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and employee involved of the right to challenge the same matter in the grievance process.

- A. The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension, demotion and discharge notices shall be provided to the employee. The Employer further agrees that disciplinary actions shall be imposed in a timely manner (not to exceed thirty (30) calendar days from the date of the incident giving rise to the disciplinary action or from the date of the Employer's completion of its investigation of such incident whichever is later) and shall not conflict with the "Illinois Fireman's Disciplinary Act" (III. Rev. Stat ch. 85 Par 2501, et seq.).
- B. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement or deemed proper by the appropriate hearing authority.
- C. Disciplinary actions, including but not limited to oral, written, and suspension, recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action, except for a related offense. Non-

meritorious disciplinary actions shall not be relied upon to justify any subsequent disciplinary action. In the event disciplinary action is contemplated against an employee, prior to any pre-disciplinary discussions or meetings with the employee, the employee shall be informed of his/her rights to representation prior to such meeting. Employees shall be entitled to representation at all disciplinary investigatory meetings, which the employee attends and are initiated by the Employer, and at any meeting or interviews which the employee reasonably believes could result in discipline.

- D. The Village shall conduct Rules Violations Investigations (R.V.I.) when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee.

It is understood that polygraph examinations without written consent of the employee and tests by means of any chemical substance will not be used by the Village in any phase of disciplinary investigations or interrogation.

- E. Prior to taking any final, disciplinary action and just prior to concluding its investigation, the Village shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform the employee of the reasons for such contemplated disciplinary action. Copies of all pertinent documents shall be given to the employee at this notification and review meeting, including:

1. Allegation of violations of Rules and Regulations
2. Statement of charges and specifications
3. Employee statements
4. Acknowledgment of notification and review
5. The discipline recommended
6. Copies of the employees pertinent past discipline.

The employee shall be entitled to representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

- F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, shall, upon reasonable request to the Chief or his designee, be open and available for inspection and copying by the effected employee during regular business hours. With respect to such files maintained at the Department, regular business hours shall encompass 8:00 a.m. to 4:30 p.m.; subject to the remaining provisions of Article X. It is agreed that any of these files not made available for inspection and copying shall not be used in any manner or forum for any disciplinary action.
- G. Interrogations - Interrogation shall be defined as the questioning of a firefighter (employee) pursuant to an investigation initiated by the Village in connection with

an alleged violation of the Rules, Regulations or Orders of the Village of Buffalo Grove or the Fire Department, which may be the basis for filing charges seeking the suspension, removal or discharge of a firefighter (employee). Whenever a firefighter is subjected to administrative interrogation for any reason which could lead to disciplinary action of discharge or suspension of more than twenty-four (24) hours, the interrogation shall be conducted under the following conditions:

- 1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the firefighter is on duty. If the firefighter is off duty, he/she shall be compensated at the appropriate rate of pay.
- 2) The firefighter under interrogation shall be informed of the name, rank and command of the person in charge of the interrogation, the interrogating officers and all persons present during the interrogation.
- 3) The firefighter under investigation shall be informed of the nature of the complaint or investigation in writing prior to any interrogation.
- 4) The interrogation session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person being interrogated shall be allowed to attend to his own personal physical necessities.
- 5) No firefighter under interrogation shall be threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interrogating officer from informing the firefighter that his or her conduct can be the subject of disciplinary action should he or she refuse to obey a lawful order from the ranking officer. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with the Fireman's Disciplinary Act may not be utilized in any subsequent disciplinary proceeding against the firefighter. (P.A. 83-783) No promise of reward shall be made as an inducement to answering any questions.
- 6) No firefighter shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- 7) At the request of a firefighter and prior to any interrogation, the firefighter shall have the right to be represented by counsel of his or her choice, who may be present at all times during the interrogation. The attorney shall not participate in the interrogation, except to counsel the firefighter. The firefighter may request a postponement of the initial interrogation to contact an attorney of his or her own choosing. The interrogation may not be

postponed more than twenty-four (24) hours, with allowances made for weekends and holidays, unless specifically waived by mutual agreement of the Village and the firefighter being interrogated. A representative of the employee's choice may also be present during any interrogation. A complete record of any interrogation shall be made and a complete transcript or copy made available to the firefighter without charge and without undue delay. The Village or the firefighter may record the interrogation.

- 8) This Section does not apply to any interrogation of a firefighter in the normal course of duty, counseling, instruction, informal admonishment or other routine or unplanned contact with a supervisor or any other firefighter. Any admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Section may not be utilized in any subsequent disciplinary proceeding.
- H. It is understood that the rights of firefighters herein shall not diminish the right and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. This Article does not apply to any firefighter (employee) charged with violating any provision of the Criminal Code of 1961 [720 ILCS 5/1-1] or any other federal, state or local code. If the allegation under investigation indicates the recommendation for separation or termination is probable against the firefighter, the firefighter shall be given statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the firefighter, the firefighter shall be given the constitutional rights concerning self-incrimination prior to commencement of the interrogation.
 - I. No firefighter shall be compelled to speak or testify before, or be questioned by any non-governmental agency. This provision shall not apply to reasonable requests from the Village's insurance carriers provided that the employee is covered by the insurance policy applicable to the situation.
 - J. Reviews of decisions of the Board of Police and Fire Commissioners or of an arbitrator under this section shall be as provided by law, based on the election of the hearing body selected by the employee.
 - K. Suspensions shall be charged at a rate based on a fifty-one and two tenths (51.2) hour work week.

Section 10.2 Performance Improvement Plan

In situations where an accident, discipline or substandard performance occurs, it is incumbent upon the Village to work with the employee to identify potential deficiencies and correct the negative action. In order to accomplish this goal, BGFD SOP 101.09 Performance Improvement Plan will be referenced and followed.

Nothing in this agreement shall cause the Village to waiver from adhering to the Illinois Firemen's Disciplinary Act (50 ILCS 745/).

ARTICLE XI

Section 11.1 Dues Checkoff.

The Village shall deduct from each employee's paycheck the uniform, regular bi-weekly Union dues for each employee in the bargaining unit who has filed with the Village and Fire Chief a properly executed authorization form. Such authorization may only be revoked by written notice to the Village and the Union during the thirty (30) days prior to the termination date set forth in Article XIV of this Agreement. The Union may change the fixed uniform dollar amount two (2) times per year during the term of this Agreement by giving the Village at least thirty (30) days advance notice in writing, with a copy to the Fire Chief, of any change in the amount of dues to be deducted.

The Village shall remit the total amount of the deducted dues, along with a list of employees from whom the dues have been deducted, to the Union not later than seven (7) days after the deduction is made.

ARTICLE XII

Section 12.1 Definition of Seniority.

Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn Lieutenant or Firefighter/Paramedic in the Department and uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the Firefighter/Paramedics on the Board of Fire and Police Commission hiring or promotional list, whichever is applicable, with the Firefighter/Paramedic higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 12.2 Probationary Period.

All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months, in accordance with 65 ILCS 5/10-2.1-4. During an employee's probationary period, the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from

this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

In the event of an absence or leave, the probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time (i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first twelve (12) months of employment).

Section 12.3 Seniority List.

On or before September 1 of each year, the Village will provide the Union with a seniority list setting forth each employee seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing.

Section 12.4 Layoff.

Employees covered by this Agreement will be laid off in accordance with their length of service as provided in the Illinois Municipal Code, Chapter 65, Section 5/3.10-2.18 as amended from time to time.

Section 12.5 Recall.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union; it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with this latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 12.6 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes, subject to confirmation by the Village's Board of Fire and Police Commission, if the employee:

- A. resigns;
- B. is discharged;
- C. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- D. falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- E. fails to report to work at the conclusion of an authorized leave or vacation;
- F. is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- G. is laid off for a period in excess of two (2) years;
- H. does not perform work for the Village for a period in excess of twelve (12) months, provided however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers compensation, disability pension, or a layoff where the employee has recall rights;
- I. is absent for one shift day (24 hours) without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Section 12.7 Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- A. An employee shall be paid for any earned but unused vacation days.
- B. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and if desired, family coverage.
- C. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 12.8 Interruption of Seniority.

Seniority shall be interrupted in the event an employee is laid off, placed on a non-duty disability pension or is granted a leave of absence without pay. When an employee returns from a layoff, non-duty disability or an unpaid leave of absence, his seniority shall be his length of service up to the date of layoff or beginning of the unpaid leave of absence.

Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work-related injury.

Section 12.9 Promotions-Fire Lieutenant.

The Board of Fire and Police Commissioners shall provide for promotion in the Fire Department on the basis of performance on a Written Examination, Ascertained Merit, Subjective Evaluation (oral, tactical and performance potential rating) and seniority in service. All promotional processes that are fire service related will be conducted in accordance with the provisions of the 50 Illinois Compiled Statutes 742/1 et seq. (50 ILCS 742/1 et seq.)

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit themselves for promotion. To be eligible for examination, an applicant must have satisfactorily completed the probationary period for his present rank, have been employed as a Firefighter for a minimum of two (2) years with the Village of Buffalo Grove, and have a cumulative experience of no less than five (5) years as a full-time firefighter employed directly by a municipal, state or federal agency. This includes employment for a fire district but does not include employment through a private contractor. An applicant for Fire Lieutenant must be certified as a Firefighter III or Advanced Firefighter by the Office of the State Fire Marshal. In addition, an applicant for Fire Lieutenant must have satisfactorily completed all academic coursework and required examinations for certification as a Fire Officer I/Company Fire Officer by the Office of the State Fire Marshal.

All personnel who submit themselves to examination will be graded according to the following schedule:

Oral Interview	15%
Tactical Assessment	25%
Performance Potential Rating (PPR)	26.5%
Written Exam	25%
Seniority	5%
(¼% (0.25%) per year for a maximum of twenty (20) years. Seniority based on the date of the orientation as the first component of testing)	
Ascertained Merit	3.5%
(A.A.S. or A.S. = 2.0%, B.S. or B.A. = 3.5% - maximum combined score may not exceed 3.5%)	
Maximum Grade	100%

For the Oral Interview, Tactical Exam and Written Examination, each applicant for promotion must be present at the designated testing site at the time designated for the examination to be held. Any candidate who is not so present will receive a “0” zero for that section as a score.

The order of testing for each component of the promotional process shall be the Orientation, Oral Interview, Performance Potential Rating (PPR), Tactical Examination and the Written Examination.

Military credit shall be applied as prescribed by Statute 50 ILCS 742/1 et seq. All claims for points will be based on the Rules and Regulations of the Board of Fire and Police Commissioners.

The Board of Fire and Police Commissioners will contract an independent testing agency to administer the Tactical Examination and the Written Examination. Assessors from said agency must decline participation in the process if within the last seven (7) years there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be “Employment Relationships”. Fire Department staff or employees will not be part of the Tactical Exam scoring process and will only function in support roles as necessary.

Outside monitors will be allowed for the process of promotions governed by this section of the Agreement, in accordance with the Illinois Fire Department Promotion Act (50 ILCS 742).

Employees who participate in the promotional process will have their past two annual performance evaluations delivered to the Board of Fire and Police Commissioners with their application to the exam process as a reference document for the Board of Fire and Police Commissioners without a weighted value for the promotional process. For the purpose of completing the PPR rating, personnel who have had a shift change in the past 365 days from the date of the beginning of the testing will be allowed to select the most recent supervisor (Lieutenant), from their most recent previous shift, as the “C” rater within the procedures of the PPR process as contained in the Rules and Regulations of the Board of Fire and Police Commissioners.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

All other procedural rules and regulations covering promotional preference, eligible roster, appointment and oath of office, certificate of appointment, probation, right of review and voluntary relinquishment of rank will be followed by the Rules and Regulations of the Board of Fire and Police Commissioners and/or 50 ILCS 742/1 et seq.

Section 12.10 Promotions-Battalion Chief

The Fire Chief shall provide a process for promotion in the Fire Department to the rank of Battalion Chief on the basis of performance on an Interview, Assessment Center

(oral, tactical and writing), Performance Potential Rating (PPR), and seniority in service. All promotional processes that are fire service related will be conducted with both internal and external fire service evaluators.

The promotional process for Battalion Chief shall begin with the requirement of qualified candidates completing and returning an "Application for Promotion". This Application outlines the basic requirements for application for promotion to Battalion Chief. It additionally addresses the basic educational requirements of the position, should such promotion to Battalion Chief be attained. Said Application must be delivered to the Fire Chief or his designee by the date indicated on the application. Failure to deliver said application will result in immediate disqualification from the current Battalion Chief promotional process.

All examinations for promotion shall be competitive among such eligible members of the next lower rank as desire to submit them for promotion. To be eligible for examination for Battalion Chief, an applicant must have a minimum of one (1) year experience as a Fire Lieutenant with the Buffalo Grove Fire Department and a Bachelor Degree.

All personnel who submit themselves to examination will be graded according to the following schedule:

Ascertained Merit**	3.5%
PPR	10%
Seniority*	6.5%
Oral Interview	30%
Assessment Center	50%
Maximum Grade	100%

*1/2% per year for a maximum of thirteen (13) years of service as a Lieutenant.

Seniority based on the date of the orientation as the first component of testing.

**2.0% for a Bachelor's Degree; 3.5% for a Master's Degree

For the Oral Interview and Assessment Center, each applicant for promotion must be present at the designated testing site, and at the time designated for the examination to be held. Any candidate who is not so present will receive a zero (0) for that section as a score.

The order of testing for each component of the promotional process shall be: Application, PPR, Seniority, Oral Interview, and Assessment Center.

Military credit shall be applied as prescribed by Illinois Statute 50 ILCS 742/1 et sep.

The Fire Chief will form an independent group to conduct the Assessment Center. Assessors must decline participation in the process if, within the last seven (7) years,

there exists a meaningful personal or meaningful employment relationship with a candidate testing for promotion. Mutual Aid, Training or any other special deployment assignments are not considered to be "Employment Relationships". Fire Department staff or employees will not be part of the Tactical Exam scoring process, and will only function in support roles if necessary.

There will be no outside monitors for the process of promotions as governed by this Agreement.

Participants will be advised of their scores for each individual component of the promotional process within fifteen (15) days of the completion of that process scoring.

The Fire Chief reserves the right to select candidates for the promotion to Battalion Chief based on the specific job description requirements of the position.

Section 12.11 Retirement Notice Payment

An employee in good standing with the Village, who at retirement has an approved pension from the Village of Buffalo Grove Fire Pension Fund and has given the Village irrevocable* written notice to retire at least four (4) months prior to the effective date of retirement, shall be paid a one-time payment in the amount of Five Thousand Dollars (\$5,000) will be contributed to the affected employee's RHS account only. This "Retirement Notice Payment" is valid as a one-time only offer to each covered employee who complies with the terms of earning this payment and the payment shall not be included as part of the "monthly salary attached to his or her rank in the fire service on the date of retirement or separation from service" for the purpose of calculating the employee's pension as prescribed in Section 4-109 of the Illinois Pension Code. This Retirement Notice Payment is available to eligible employees who retire on a voluntary basis and the terms of this MOU do not alter any other benefit offered by the Village currently or in the future as it relates to a member's retirement benefits. It is understood and agreed to by the Parties that, no Retirement Notice Payment is earned or payable to any employee unless the employee is actually working as a firefighter and reports to work as scheduled for their final assigned shift with the Village

**A resignation once submitted is considered irrevocable within the last forty-five (45) calendar days before the resignation date, as declared by the employee. Once the employee is within forty-five (45) calendar days of their declared resignation date, their resignation may only be withdrawn based on extraordinary circumstances. Whether extraordinary circumstances exist will be determined solely by the Village Manager (or designee) and Department Director (or designee) but such determination shall not be arbitrary or capricious.*

ARTICLE XIII

Section 13.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement

supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the Union's right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village may consider changing during the term of this Agreement.

ARTICLE XIV

Section 14.1 Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency of court decision or subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect.

In such event, the parties shall, upon request of either party, upon thirty (30) days notice of any determination, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XV

Section 15.1 Duration of Agreement.

This Agreement shall be effective as of the day after the Agreement is executed by both parties and shall remain in full force and effect until 11:59 P. M. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding Section.

This Agreement being approved on May 15, 2023, by the Village of Buffalo Grove Board of Trustees, executed by the Village Manager and signed by:

For the Village of Buffalo Grove

Dane Bragg
Village Manager

Arthur A. Malinowski, Jr.
Director of Human Resources

William M. Baker
Fire Chief

**For the Buffalo Grove Professional Firefighter/Paramedic Association
Local 3177, IAFF, AFL-CIO, CLC**

Alfredo Caballero
Union President

Mike Manka
Union Vice President

David Zabilka
Union Secretary

Attachment: Final 2023 -2025 IAFF CBA (no redline) (O-2023-74 : IAFF Contract)

APPENDIX A – DRUG/ALCOHOL TESTING

The purpose of this Appendix is to provide forms used by the Village of Buffalo Grove during the implementation of alcohol and drug testing (herein referred to as "testing") of Employees for the presence of Prohibited Drugs pursuant to Section 4.7, Drug and Alcohol Testing Policy (the "Policy"). These procedures are intended as a supervisory guide only and are in no way intended to alter any existing relationship between Village of Buffalo Grove Fire Department (the "Employer") and any Employee.

DRUG/ALCOHOL TESTING FORMS

EMPLOYEE NOTIFICATION LETTER

ACKNOWLEDGMENT OF NOTICE OF POLICY & CONSENT TO TESTING

LAST CHANCE AGREEMENT

REPORT OF REASONABLE SUSPICION

FORM

Date: _____

EMPLOYEE NOTIFICATION LETTER

Dear Employee:

The VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, have ratified a revised drug/alcohol use policy and procedures (the "Policy"). This Policy enhances already existing Employer prohibitions of the use of illicit or inappropriate drugs (herein referred to as Prohibited Drugs. Specifically, it is the policy of the Employer that the use, sale, purchase, transfer, possession or presence in one's system of any prohibited drug(except medications prescribed by a licensed doctor), including alcohol (unless otherwise permitted by Fire department rules), by any Employee while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles) is strictly prohibited. This Policy supersedes all prior policies and statements relating to Prohibited Drugs. The Employer will notify and cooperate with law enforcement agencies in the investigation of any Employee suspected of possession of or trafficking in illicit or inappropriate drugs. Any Employee convicted of on-the-job, possession of or trafficking in illicit or inappropriate drugs, or of driving intoxicated will be terminated.

Under the procedures adopted, Employees will be subject to testing where the circumstances establish that reasonable suspicion of prohibited drug use exists. Employees will also be required to submit to testing following an on-the-job accident as defined by federal DOT or injury in a manner outside of a vehicle accident where there is reasonable suspicion that an error or mistake due to Prohibited Drugs or alcohol use by the by the employee caused or contributed to the accident or injury, unless the injury is serious enough where testing is required by another agency (IDOL, OSHA,etc.). Refusal to submit to a properly given request to submit to testing will be considered a violation of Employer policy subjecting the Employee to immediate discipline.

In addition, should the federal, state or local rules be revised to include/permit additional testing or limit such testing, the Employer's policy will be revised to comply with those rules.

Every safeguard will be taken in the specimen collection process to ensure that all federally mandated chain-of-custody and laboratory criteria will be met. Employee privacy and confidentiality will be vigorously safeguarded.

VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT ADHERES TO A POLICY OF NON-DISCRIMINATION AGAINST EMPLOYEES SUFFERING FROM ALCOHOLISM OR DRUG ADDICTION IF PROTECTED UNDER FEDERAL AND STATE GUIDELINES.

Any Employee who is presently experiencing difficulty with Prohibited Drugs is encouraged to seek assistance through the Employee Assistance Program. If such assistance is sought prior to being requested to submit to a test, no disciplinary action relating to alcoholism or drug addiction will be taken. BE FOREWARNED, courts have determined that current use of Prohibited Drugs detected by testing may not protect Employees claiming protection under handicap statutes.

The following drugs will be tested for:

ALCOHOL
AMPHETAMINES
COCAINE
MARIJUANA
OPIATE METABOLITES
PHENCYCLIDINE (PCP)

Any Employee testing positive for the use of Prohibited Drugs may be subject to discipline, up to and including, termination.

Very truly yours,

Village of Buffalo Grove Fire Department, and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC.

By: William M. Baker
Its: Fire Chief

**ACKNOWLEDGMENT OF NOTICE OF THE
VILLAGE OF BUFFALO GROVE FIRE DEPARTMENT
AND THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION LOCAL 3177, IAFF, AFL-CIO, CLC
DRUG/ALCOHOL USE POLICY AND PROCEDURES
AND CONSENT TO TESTING**

I, _____, acknowledge receiving written notice of the existence of the Village of Buffalo Grove Fire Department (the "Employer") and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol Abuse Policy (the "Policy").

As a condition of continued employment or service to the Employer, I understand and agree that I must not use, buy, sell, accept as a gift, experiment with, traffic in or be otherwise involved with Prohibited Drugs or alcohol (unless otherwise permitted by fire department rules) while on fire department premises, while engaged in fire department business, while operating fire department equipment and vehicles (including leased vehicles).

I understand that the Policy does not apply to medication properly taken as prescribed by a licensed doctor, except as provided by the Policy.

I further understand and agree that I may be tested based on the following circumstances or alcohol in a manner that causes the employee to be under the influence or impaired by such controlled substances) that are consumed off duty in a way that violates this Policy:

1. Two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief) have made observations that establish reasonable suspicion of Prohibited Drugs or alcohol use. One Acting Lieutenant may be used to establish reasonable suspicion if two are not available.
2. Information is provided by an identifiable third party that an employee may be in violation of this policy, impaired by or under the influence of prohibited drug(s) or alcohol which information is corroborated by two Department Officers (one officer shall be at the rank of Battalion Chief or higher or assigned as an Acting Battalion Chief). One Acting Lieutenant may be used if two ranked officers are not immediately available.
3. When an employee is involved in an on-the-job accident as defined by the federal DOT regulations.
4. When an employee is involved in an on-the-job injury in a manner outside of a vehicle accident as defined by federal DOT and reasonable suspicion exists as defined in section 4.7 of this policy, unless injury is serious enough where testing is required by another agency (IDOL, OSHA, etc.).

As a follow-up to prohibited conduct.

I understand, further, that refusal to submit to testing when requested to do so by a supervisor will result in immediate discipline.

My signature below indicates my understanding of this Policy and what is expected of me, my consent to be tested and my authorization to release to any collection site personnel, medical review officer or Employer representative the information necessary to comply with this Policy.

(Date)

(Employee Signature)

(Date)
FORM

(Employer Signature)

Attachment: Final 2023 -2025 IAFF CBA (no redline) (O-2023-74 : IAFF Contract)

**LAST CHANCE AGREEMENT
FOR VIOLATION OF
DRUG/ALCOHOL USE POLICY**

THE BUFFALO GROVE FIRE DEPARTMENT (the "Employer") agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and drug use. The following conditions apply to your rehabilitation program:

You must authorize the Employee Assistance Program to provide proof of enrollment in an alcohol and drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to the Fire Chief. The Employer will closely monitor your attendance and will terminate you (cancel your agreement) if you do not regularly attend all required sessions.

You will pay for all costs of rehabilitation, which are not covered under the Employer's benefit plan.

During the five years following completion of your rehabilitation program, the Employer, under the direction of the Substance Abuse Professional, will test you for alcohol or drug abuse on an unannounced basis, while on duty. The Employer will promptly terminate you (your services) if you refuse to submit to testing or if you test positive during this five-year period.

You must meet all established standards of conduct and job performance. The Employer will terminate you (your services) if your on-the-job conduct or job performance is unsatisfactory. Satisfactory performance includes ongoing compliance with the drug testing policy, including testing if there is reasonable suspicion of violation of the prohibition of use.

Nothing in this agreement alters your employment status. The Employer hopes its employment relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment (terminate your agreement) at any time for any or no reason without notice.

I voluntarily agree to all the above conditions and authorize the Employee Assistance Program to provide the Fire Chief with proof of my enrollment and attendance at the recommended rehabilitation program.

(Date)

(Employee Signature)

(Date)

(Employer Signature)

FORM

Attachment: Final 2023 -2025 IAFF CBA (no redline) (O-2023-74 : IAFF Contract)

**BUFFALO GROVE FIRE DEPARTMENT
REPORT OF REASONABLE SUSPICION
OF THE
DRUG/ALCOHOL USE POLICY**

(This form must be completed the same day the Employee is asked to take a test)

I, _____ (Chief Officer/Acting Shift Officer), and
I, _____ (Lieutenant)
have observed behavior in _____ (Employee)
that is consistent with the guidelines to determine that there is sufficient reasonable
suspicion to believe that the employee may or is under the influence of Prohibited Drugs
the need for reasonable suspicion drug testing as defined in the Village of Buffalo Grove
Fire Department (the "Employer") and the Buffalo Grove Professional
Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC, Drug and Alcohol
Abuse Policy.

The Employer will adhere to the following guidelines when determining the need for
reasonable suspicion drug testing:

1. Observable phenomena such as direct observation of use and/or physical symptoms
of impairment resulting from using or being under the influence of Prohibited Drugs
or alcohol use.
2. The employee manifests articulable symptoms while working that decrease or
lessen the employee's performance of the duties or tasks of the employee's job
position including symptoms of, speech, physical dexterity, agility, coordination,
demeanor, irrational or unusual behavior, or negligence or carelessness in operating
equipment or machinery, disregard for the safety of employees or others

NOTES:

(Staff Officer)

(Date)

(Lieutenant)

(Date)

(Fire Chief)

(Date)

APPENDIX B – COMPARABLE COMMUNITIES

1. Elk Grove Village
2. Glenview
3. Gurnee
4. Highland Park
5. Hoffman Estates
6. Morton Grove
7. Mount Prospect
8. Mundelein
9. Niles
10. Northbrook
11. Park Ridge
12. Rolling Meadows
13. Wheeling
14. Wilmette



Ordinance No. O-2023-75 : Ordinance Approving a Side Letter of Agreement Between the Village of Buffalo Grove and the Metropolitan Alliance of Police

Recommendation of Action

Staff recommends approval.

The proposed side letter amendment provides for a 3.50 percent increase for police patrol officers, represented by the Metropolitan Alliance of Police, for the period of January 1, 2023 through December 31, 2023 and is consistent with funds programmed in the Village's 2023 budget. The side letter amendment has been ratified by the Metropolitan Alliance of Police.

ATTACHMENTS:

- MAP 2023 Wage Ordinance (PDF)
- 2023 Side Letter Wages - MAP (PDF)

Trustee Liaison
Ottenheimer

Staff Contact
Arthur a Malinowski, Human Resources

Monday, May 15, 2023

ORDINANCE NO. 2023- _____

**AN ORDINANCE APPROVING A LETTER OF AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE METROPOLITAN ALLIANCE OF POLICE (MAP) BUFFALO GROVE POLICE PATROL
OFFICER CHAPTER #672**

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

WHEREAS, in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with the Metropolitan Alliance of Police (MAP), Buffalo Grove Police Patrol Officer Chapter #672 concerning wages for January 1, 2023 through December 31, 2023, as reflected within the Collective Bargaining Agreement in effect from January 1, 2022 through December 31, 2023.

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

Section 1. The President and the Board of Trustees hereby accept the terms of the attached Letter of Agreement.

Section 2. The Village Manager is authorized to enter into the Letter of Agreement with the Metropolitan Alliance of Police (MAP), Buffalo Grove Police Patrol Officer Chapter #672.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023. APPROVED: _____, 2023.

Village President

ATTEST:

Village Clerk

Side Letter of Agreement
Between
The Village of Buffalo Grove
And
The Metropolitan Alliance of Police (MAP), Buffalo Grove Police Patrol Officer Chapter #672

April 11, 2023

Representatives from the Village of Buffalo Grove ("Village") and the Metropolitan Alliance of Police (MAP), Buffalo Grove Police Patrol Officer Chapter #672 ("Union") have met and reached agreement on this Side Letter of Agreement to the Collective Bargaining Agreement ("Agreement") between the parties dated January 1, 2022 through December 31, 2023 which modifies the following Section of the afore referenced Agreement, Supplemental Agreements and Departmental Standard Operating Procedures.

Article VI, Section 6.1 – Salaries

Salary Schedule – January 1, 2023 to December 31, 2023

Effective: January 1, 2023

- A. Police Patrol Officer (3.5% Increase / 7 Steps):
1. The minimum and entrance salary at Step 306 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$78,748.80; and,
 2. The maximum salary, exclusive of overtime pay shall be at Step 384 or \$116,197.12.

Step Plan Illustration

Police Patrol Officer – Effective: January 1, 2023

Starting pay:	\$78,748.80 (Step 306)
Pay after first complete year of employment:	\$83,189.60 (Step 317)
Pay after second complete year of employment:	\$87,882.08 (Step 328)
Pay after third complete year of employment:	\$92,834.56 (Step 339)
Pay after fourth complete year of employment:	\$98,072.00 (Step 350)
Pay after fifth complete year of employment:	\$103,602.72 (Step 361)
Pay after sixth complete year of employment:	\$109,445.44 (Step 372)
Pay after seven or more complete year of employment:	\$116,197.12 (Step 384)

Furthermore, it is understood that:

1. The CIT stipend pay (\$400.00) is included now and in future in the formula used to determine salaries and is memorized in Article VI, Section 6.1 of the current Agreement.
2. The total CY 2023 increase is 3.50% (7 steps). Of which 3.00% (6 steps) was previously granted on January 1, 2023 and the remaining .50% (1 step) increase will be retroactive to January 1, 2023 and awarded upon ratification by both parties and implemented as part of a regular payroll cycle.

This Side Letter of Agreement is executed this _____ day of May 2023.

For the Village of Buffalo Grove:

Dane C. Bragg
Village Manager

For MAP, Buffalo Grove Police Patrol Officer
Chapter #672

Keith R. George
President, Metropolitan Alliance of Police

Derek Hawkins
President, MAP Chapter #672



Resolution No. R-2023-15 : Resolution Approving the Revised 2023 Pay Ranges for Village of Buffalo Grove Employees

Recommendation of Action

Staff recommends approval.

Attached please find the revised 2023 pay range document. The document has been updated to include the pay information contained in the recently settled collective bargaining agreements for the police and fire unions.

ATTACHMENTS:

- 5-2023 Resolution Revising 2023 Pay Ranges (DOC)
- 2023 Draft Pay Ranges (PDF)

Trustee Liaison
Ottenheimer

Staff Contact
Arthur a Malinowski, Human Resources

Monday, May 15, 2023

RESOLUTION NO. 2023-_____**A RESOLUTION APPROVING THE REVISED 2023 PAY RANGES
FOR VILLAGE OF BUFFALO GROVE EMPLOYEES**

WHEREAS, on December 5, 2022, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2023 budget, and;

WHEREAS, on December 5, 2022, the Village President and Board of Trustees approved the 2023 pay ranges, and;

WHEREAS, the 2023 pay ranges have been revised to include the salaries for recently settled collective bargaining agreements for police and fire groups.

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

1. The Village of Buffalo Grove does hereby approve the revised 2023 Pay Ranges for Village of Buffalo Grove Employees (attached).
2. The revised 2023 Pay Ranges will become effective upon approval, unless noted otherwise within the attached Pay Range document or applicable collective bargaining agreement.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____ . APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Village President

Village of Buffalo Grove
2023 Pay Ranges
with a general wage increase of three percent (3%) awarded on January 1, 2023

Position	New Min	Step	New Max	Step
Pay Grade 74	\$143,990.08	427	\$214,593.60	507
Deputy Village Manager				
Pay Grade 70	\$135,624.32	415	\$202,128.16	495
Director of Finance				
Police Chief				
Fire Chief				
Director of Public Works				
Director of Community Development				
Pay Grade 66	\$116,197.12	384	\$174,037.76	465
Deputy Fire Chief				
Director of Human Resources				
Deputy Police Chief				
Village Engineer				
Pay Grade 62	\$107,820.96	369	\$160,688.32	449
Communications Director				
Battalion Chief				
Deputy Director of Finance				
Administrative Services Director				
Assistant Public Works Director				
Deputy Community Development Director				
Pay Grade 58	\$102,575.20	359	\$152,871.68	439
Police Lieutenant				
Building Services Manager				
Head Golf Professional BG & Arbo				
Public Works Superintendent				
Pay Grade 56	\$95,180.80	344	\$141,851.84	424
Police Sergeant				
Pay Grade 54	\$88,759.84	330	\$132,285.92	410
Civil Engineer II				
Principal Planner				
EMS Educator				
Pay Grade 50	\$123,980.48	397	\$137,668.96	418
Fire Lieutenant/ Paramedic				

Attachment: 2023 Draft Pay Ranges (R-2023-15 : Revised 2023 Pay Ranges)

(May 1, 2023 - April 30, 2024)				
Pay Grade 46	\$121,530.24	393	\$134,950.04	414
Fire Lieutenant/ Non-Paramedic				
(May 1, 2023 - April 30, 2024)				
Pay Grade 42	\$81,954.08	314	\$122,139.68	394
Public Works Manager				
Purchasing Manager				
Civil Engineer I				
Assistant to the Village Manager				
Administrative Support Manager				
Human Resources Manager				
Pay Grade 34	\$76,425.44	300	\$113,900.80	380
Plan Reviewer				
Crew Leader				
Technical Services Administrator				
Pay Grade 29	\$71,986.72	288	\$117,361.92	386
Firefighter/Paramedic				
(May 1, 2023 - April 30, 2024)				
Pay Grade 25	\$78,748.80	306	\$116,197.12	384
Patrol Officer				
(January 1 , 2023 - December 31, 2023)				
Pay Grade 21	\$70,917.60	285	\$105,691.04	365
Building Inspector				
Health Inspector				
Electrical & Mechanical Inspector				
Fire Inspector				
EMA Coordinator				
Deputy Fire Marshal				
Plumbing Inspector				
Administrative Services Manager				
Property Maintenance Inspector				
Mechanic II				
Accountant				
Associate Planner				
Deputy Village Clerk				
Engineering Technician				
Management Analyst				
Head Golf Professional				
Maintenance Worker II				
Buyer				

Social Worker				
Pay Grade 17	\$60,758.88	254	\$90,548.64	334
Public Education Officer-Fire				
Permit Coordinator				
Maintenance Worker I				
Pay Grade 13	\$53,102.40	227	\$77,966.72	304
Administrative Assistant				
Utility Billing Coordinator				
Accounts Payable Coordinator				
Payroll Coordinator				
Assistant Golf Professional				
Evidence Custodian				
Communications Coordinator				
Pay Grade 9	\$48,786.40	210	\$72,708.48	290
Community Service Officer				
Desk Officer				
Clerk				
Pay Grade 5	\$28,046.72	99	\$41,797.60	179
Fleet Maintenance Shop Assistant				
Engineering Aide				
Pay Grade 1	\$22,405.76	92	\$30,987.84	157
School Crossing Guard				
Laborer				
Golf Course Attendant				



Resolution No. R-2023-16 : Resolution Authorizing the Village Manager to Execute a First Amendment to the Lease with WJN Golf, LLC Located at 401 Half Day Road

Recommendation of Action

Staff recommends approval, subject to the final review of the Village Attorney

On August 31, 2021, the Village entered a ten-year lease with WJN Golf, LLC (Tenant) to occupy an indoor golf facility, golf simulators, full-service restaurant, and entertainment at the Arboretum Golf Course. The current lease has a term through April, 2032, with 2 five-year options. Both the Village and the Tenant are requesting a first amendment to the lease to adjust the rent schedule. Further information can be found in the staff memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Resolution (DOCX)
- First Amendment 5.11.23 (DOCX)
- Exhibit B Sign Plans (PDF)

Trustee Liaison
Chairman Cesario

Staff Contact
Chris Stilling, Community Development

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 11, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Lease Amendment with WJN Golf, LLC at the Arboretum Golf Course

Background

On August 31, 2021, the Village entered a ten-year lease with WJN Golf, LLC ("Tenant") to occupy an indoor golf facility, golf simulators, full-service restaurant, and entertainment at the Arboretum Golf Course. The current lease has a term through April, 2032, with 2 five-year options. This includes the annual escalator of 1.25% beginning in May 2025.

Both the Tenant and the Village have completed all the required improvements to operate pursuant to the terms of the lease and the facility has been operational since June 2022. As the tenant is nearing the completion of their first year of operation, they are requesting an amendment to the lease to adjust the rent schedule. The proposed amendment would reduce the lease payment for one-year (May 2023-April 2024) to \$4,583/month. The Tenant would reimburse the Village the reduced amount beginning in January 2025, payable over a 48-month period. Thus, the full rent owed in the original lease would still be paid by the Tenant.

Proposed Lease Amendment

The proposed amendment would address certain portions of the existing lease. The following is a summary of the changes:

- Tenant will install a new illuminated sign on the façade of the building above the front entrance.
- The Village would reduce the rent payment to \$4,583/month for May 2023 through April 2024. Regular rent payments would resume in May 2024 in accordance with the original rent schedule (\$10,416/month).
- Beginning in January 2025, Tenant's rent would increase an additional \$1,458/month for a 48-month period.

All other terms and conditions of the original lease would remain unchanged. This includes the escalator and guarantees.

Staff Recommendation

Staff recommends that the Village Board approve the attached Resolution authorizing the Village Manager to execute a lease amendment with WJN Golf, LLC, subject to the final approval by the Village Attorney.

Attachment: BOT Memo (R-2023-16 : Resolution Authoring the Execution of a First Amendment to the Lease with WJN Golf, LLC)

Resolution No. 2023 -__

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
LEASE AMENDMENT WITH WJN GOLF, LLC AT THE ARBORETUM GOLF
COURSE**

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

WHEREAS, on August 31, 2021, the Village Board authorized the Village Manager to finalize and execute a lease agreement ("Lease") with WJN Golf, LLC ("Tenant"); and,

WHEREAS, the Village and the Tenant are requesting an amendment to the Lease; and,

WHEREAS, the Village Board has determined that it is in the best interests of the Village to authorize the Village Manager to finalize and execute a lease amendment with the Tenant.

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

SECTION 1. The foregoing recitals are hereby incorporated and made a part of this Resolution.

SECTION 2. The Village Manager is hereby authorized and directed to execute the attached lease amendment pending final review and approval by the Village Attorney.

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

YES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Village President

ATTEST:

Village Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into as of this ____ day of _____, 2023 ("Effective Date of this First Amendment"), by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipality ("Landlord"), and **WJN GOLF LLC**, an Illinois limited liability company, d/b/a "WJ Golf" ("Tenant"). (Landlord and Tenant shall each sometimes hereinafter be individually referred to as "Party" or, collectively, "Parties").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated September 7, 2021 ("Lease"), pertaining to certain land, building and facilities located on the real estate commonly known as the Village of Buffalo Grove Arboretum Golf Course which contains approximately 119 acres (the "Property"). The Property contains: (i) an 18 hole golf course, (ii) a maintenance building (iii) a golf course club house building and (iv) and certain other structures. The club house facility is hereinafter known as the "Club House".

WHEREAS, The Lease to Tenant is a lease of certain land, building and facilities located on the Property, including but not limited to the Club House, all legally described on Exhibit "A" to the Lease;

WHEREAS, Tenant presently operates a restaurant and, indoor golf with golf simulators, entertainment and gaming facility that are all open to the general public, along with beverage cart service for golfers on the golf course and related specialty items for sale on such land, building and facilities. The land, building and facilities to be leased to Tenant and located and constructed on the Property or to be constructed thereon by Tenant pursuant to the terms of this Lease are collectively referred to herein as the "Premises";

WHEREAS, Landlord and Tenant have agreed to enter into this First Amendment for the purpose of amending the Lease, modifying the Minimum Rent and other further changes, modifications and amendments as agreed to by Landlord and Tenant, all as further hereinafter described.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Recitals.** The recitals set forth hereinabove are fully incorporated into and made a part of this First Amendment. In the event any of the terms and/or conditions of the Lease conflict with the terms and/or conditions of this First Amendment, Landlord and Tenant hereby understand and agree that the terms and/or conditions of this First Amendment shall control. In all other respects, by execution hereof, Landlord and Tenant hereby ratify and confirm the remaining terms and conditions of the Lease. Any terms not otherwise defined herein this First Amendment shall have the same meaning and definition as ascribed to them in the Lease.

2. **Minimum Rent.** Landlord and Tenant hereby understand and agree that commencing as of the Effective Date of this First Amendment, Section 2.01 of the Lease, entitled "**MINIMUM RENT**", shall be amended by deleting the rent schedule contained in Section 2.01 and shall be replaced with the rent schedule attached as Exhibit A ("Revised Rent Schedule"):

4. **Additional Tenant's Work to the Premises.** Landlord and Tenant acknowledge and agree Tenant shall be responsible for and shall construct and install a new sign(s) on the Premises in accordance to Exhibit "B" ("Illuminated Sign"), attached hereto and incorporated herein (hereinafter referred to as "Additional Tenant's Signage Work"), except as may be modified in the Village's reasonable discretion. To that end, Landlord and Tenant acknowledge and agree: (i) all work for the build out and construction for the Additional Tenant's Signage Work is to be performed by Tenant, at its expense, in accordance with the provisions of the Lease. All Additional Tenant's Signage Work to be done by Tenant shall be at Tenant's sole risk. All Additional Tenant's Signage Work performed by Tenant shall be subject to Landlord's prior written approval, including but not limited to written approval of Tenant's plans and specifications for the Illuminated Sign as prepared by an independent professional. Tenant shall submit the plans for the Additional Tenant's Signage Work and the plans for the Illuminated Sign to Landlord. Further, Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant shall obtain, at Tenant's sole expense, all certificates, approvals, which approvals shall be at Landlord's sole discretion, and permits which may be necessary for the commencement and completion of the Additional Tenant's Signage Work. Copies of all such certificates shall be delivered to Landlord. Landlord shall not have any liability or responsibility if the Additional Tenant's Signage Work does not comply with applicable laws, rules and ordinances, Tenant acknowledges that Tenant is responsible for such compliance regardless of Landlord's approval of Tenant's plans. All Additional Tenant's Signage Work shall be performed in accordance with good construction practices, all applicable laws and Landlord's insurance requirements and shall be performed and paid for such that the Premises and the Property shall remain free and clear of mechanic's liens. All Additional Tenant's Work to the Premises shall be commenced after the Effective Date of this First Amendment and substantially completed on or before December 31, 2023. This date may be extended at the sole and exclusive discretion of the Village Manager.

5. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the Landlord and Tenant and their respective successors and assigns.

6. **"AS-IS, WHERE-IS" State of the Premises.** Tenant acknowledges, understands and agrees it is in possession of the Premises and accepts the Premises in the "as-is", "where-is" condition as of the Effective Date of this First Amendment.

7. **Facsimile, Electronic and Counterpart Signatures.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be one in the same instrument. For purposes of executing this First Amendment, any signed copy of this First Amendment may be transmitted by facsimile machine or electronically and the signature of any party hereon shall, for purposes of execution hereof, be considered an original signature. Any facsimile or electronic mailing

of this First Amendment shall, at the request of either Party, be re-executed by the other Party in an original form, and neither Party shall raise the use of a facsimile machine or the fact that any signature was transmitted thereby, as a defense to the effectiveness of this First Amendment.

8. **Authority.** Tenant and each person signing this First Amendment on behalf of Tenant represents to Landlord as follows: (i) Tenant is duly formed and validly existing under the laws of the State of Illinois, (ii) Tenant has and is qualified to do business in Illinois, (iii) Tenant has the full right and authority to enter into this First Amendment, and (iv) each person signing on behalf of Tenant was and continues to be authorized to do so.

9. **Estoppel.** As of the Effective Date of this First Amendment, Tenant hereby represents, warrants and agrees that: (i) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with the giving of notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Lease.

10. **No Representations.** Landlord and Landlord's agents have made no representations or promises, express or implied, in connection with this First Amendment except as expressly set forth herein and Tenant has not relied on any representations except as expressly set forth herein.

11. **Ratification.** In all other respects, the Lease, as amended, is hereby ratified and affirmed and shall remain in full force and effect.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date and year first above written.

LANDLORD:

VILLAGE OF BUFFALO GROVE, an Illinois home rule municipality

By: _____

Name: _____

Title: _____

Date of Execution: _____

TENANT:

WJN GOLF LLC, an Illinois limited liability company, d/b/a "WJ Golf"

By: _____

Name: _____

Title: _____

Date of Execution: _____

EXHIBIT "A"**REVISED RENT SCHEDULE**

Tenant covenants and agrees to pay annual minimum rent ("Minimum Rent") to Landlord, in monthly installments, in advance, according to the following schedule:

<u>Due Date</u>	<u>Monthly Rent</u>	
5/15/2022	\$5,000.00	Paid
6/15/2022	\$5,000.00	Paid
7/15/2022	\$5,000.00	Paid
8/15/2022	\$10,416.67	Paid
9/15/2022	\$10,416.67	Paid
10/15/2022	\$10,416.67	Paid
11/15/2022	\$10,416.67	Paid
12/15/2022	\$10,416.67	Paid
1/15/2023	\$10,416.67	Paid
2/15/2023	\$10,416.67	Paid
3/15/2023	\$10,416.67	Paid
4/15/2023	\$10,416.67	Paid
Year2 5/15/2023	\$4,583.34	
6/15/2023	\$4,583.34	
7/15/2023	\$4,583.34	
8/15/2023	\$4,583.34	
9/15/2023	\$4,583.34	
10/15/2023	\$4,583.34	
11/15/2023	\$4,583.34	
12/15/2023	\$4,583.34	
1/15/2024	\$4,583.34	
2/15/2024	\$4,583.34	
3/15/2024	\$4,583.34	
4/15/2024	\$4,583.34	
Total Minimum Annual Rent	\$55,000.08	
Year3 5/15/2024	\$10,416.67	
6/15/2024	\$10,416.67	
7/15/2024	\$10,416.67	
8/15/2024	\$10,416.67	
9/15/2024	\$10,416.67	

10/15/2024	\$10,416.67	
11/15/2024	\$10,416.67	
12/15/2024	\$10,416.67	
1/15/2025	\$11,875.00	Additional monthly rent in the amount of \$1,458.33 begins for next 48 months
2/15/2025	\$11,875.00	
3/15/2025	\$11,875.00	
4/15/2025	\$11,875.00	

Total Minimum Annual Rent **\$130,833.36**

Year 4	5/15/2025	\$12,005.21
	6/15/2025	\$12,005.21
	7/15/2025	\$12,005.21
	8/15/2025	\$12,005.21
	9/15/2025	\$12,005.21
	10/15/2025	\$12,005.21
	11/15/2025	\$12,005.21
	12/15/2025	\$12,005.21
	1/15/2026	\$12,005.21
	2/15/2026	\$12,005.21
	3/15/2026	\$12,005.21
	4/15/2026	\$12,005.21

Total Minimum Annual Rent **\$144,062.52**

Year 5	5/15/2026	\$12,137.04
	6/15/2026	\$12,137.04
	7/15/2026	\$12,137.04
	8/15/2026	\$12,137.04
	9/15/2026	\$12,137.04
	10/15/2026	\$12,137.04
	11/15/2026	\$12,137.04
	12/15/2026	\$12,137.04
	1/15/2027	\$12,137.04
	2/15/2027	\$12,137.04
	3/15/2027	\$12,137.04
	4/15/2027	\$12,137.04

Total Minimum Annual Rent **\$145,644.48**

Year 6	5/15/2027	\$12,270.53
	6/15/2027	\$12,270.53

7/15/2027	\$12,270.53
8/15/2027	\$12,270.53
9/15/2027	\$12,270.53
10/15/2027	\$12,270.53
11/15/2027	\$12,270.53
12/15/2027	\$12,270.53
1/15/2028	\$12,270.53
2/15/2028	\$12,270.53
3/15/2028	\$12,270.53
4/15/2028	\$12,270.53

Total Minimum Annual Rent **\$147,246.36**

Year 7	5/15/2028	\$12,405.68
	6/15/2028	\$12,405.68
	7/15/2028	\$12,405.68
	8/15/2028	\$12,405.68
	9/15/2028	\$12,405.68
	10/15/2028	\$12,405.68
	11/15/2028	\$12,405.68
	12/15/2028	\$12,405.68
	1/15/2029	\$10,947.35
	2/15/2029	\$10,947.35
	3/15/2029	\$10,947.35
	4/15/2029	\$10,947.35

Total Minimum Annual Rent **\$143,034.84**

Year 8	5/15/2029	\$11,084.19
	6/15/2029	\$11,084.19
	7/15/2029	\$11,084.19
	8/15/2029	\$11,084.19
	9/15/2029	\$11,084.19
	10/15/2029	\$11,084.19
	11/15/2029	\$11,084.19
	12/15/2029	\$11,084.19
	1/15/2030	\$11,084.19
	2/15/2030	\$11,084.19
	3/15/2030	\$11,084.19
	4/15/2030	\$11,084.19

Total Minimum Annual Rent **\$133,010.28**

Year 9	5/15/2030	\$11,222.74
	6/15/2030	\$11,222.74
	7/15/2030	\$11,222.74
	8/15/2030	\$11,222.74
	9/15/2030	\$11,222.74
	10/15/2030	\$11,222.74
	11/15/2030	\$11,222.74
	12/15/2030	\$11,222.74
	1/15/2031	\$11,222.74
	2/15/2031	\$11,222.74
	3/15/2031	\$11,222.74
	4/15/2031	\$11,222.74

Total Minimum Annual Rent **\$134,672.88**

Year 10	5/15/2031	\$11,363.03
	6/15/2031	\$11,363.03
	7/15/2031	\$11,363.03
	8/15/2031	\$11,363.03
	9/15/2031	\$11,363.03
	10/15/2031	\$11,363.03
	11/15/2031	\$11,363.03
	12/15/2031	\$11,363.03
	1/15/2032	\$11,363.03
	2/15/2032	\$11,363.03
	3/15/2032	\$11,363.03
	4/15/2032	\$11,363.03

Total Minimum Annual Rent **\$136,356.36**

EXHIBIT “B”

TENANT’S ILLUMINATED SIGN DEPICTION

- * Flush mounted reverse channel letter(Halo)
- * Illumination: White & Red LEDs
- * Color : Black & Red

19' 0"

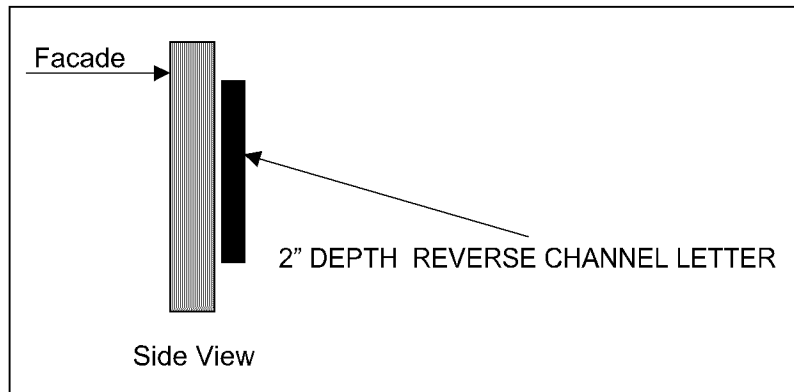
1' 8"

VIN 90 SUSHI • GRILL • BAR

1' 0"



24' 7"





Action Item : Rejection of Public Works Facility Bids, Waive Bids, and Authorization to Negotiate Contracts

Recommendation of Action

Staff recommends approval.

Based upon review of the bids and after consultation with the Village Attorney, staff recommends the Village Board find that it is in the best interests of the Village of Buffalo Grove to, reject select bid packages for the Public Works Facility project, waive bids, and provide authorization to negotiate with Contractors to provide a cost savings. Staff recommends the Village Board reject the following bid packages: Concrete, Steel, Carpentry, Drywall & Framing, Fluid Applied Flooring, Fire Protection, Plumbing, HVAC, Electrical, Earthwork, Asphalt Paving and Site Utilities.

ATTACHMENTS:

- Reject Bids Public Works Facility Memo (DOCX)

Trustee Liaison
Stein

Staff Contact
Jim Warnstedt, Public Works

Monday, May 15, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: May 11, 2023

TO: Dane Bragg, Village Manager

FROM: Jim Warnstedt, Assistant Director of Public Works

SUBJECT: Rejection of Public Works Facility Bids, Waive Bids, and Authorize to Negotiate Contracts

Recommendation

Based upon review of the bids and after consultation with the Village Attorney, staff recommends the Village Board find that it is in the best interests of the Village of Buffalo Grove to, reject select bid packages for the Public Works Facility project, waive bids, and provide authorization to negotiate with Contractors to provide a cost savings. Staff recommends the Village Board reject the following bid packages: Concrete, Steel, Carpentry, Drywall & Framing, Fluid Applied Flooring, Fire Protection, Plumbing, HVAC, Electrical, Earthwork, Asphalt Paving and Site Utilities.

Background

Staff worked with our Construction Manager at Risk, Frederick Quinn Corporation (FQC), to release a request for bids for the 29 separate trade packages for the Public Works Facility project. Bids for 28 of the trade packages were opened on April 25th with the electrical package opened on May 1st. While there was good bidder coverage of all 29 bid packages, there were about one third of those bids that we recommend rejecting and negotiating to provide the best value for the Village. The following is a list of the recommended bid packages to reject:

BP #1-03	(Cast-in-Place & Site Concrete)
BP #1-05	(Structural Steel & Metals)
BP #1-06a	(Carpentry/General Trades)
BP #1-09a	(Drywall & Framing)
BP #1-09d	(Fluid Applied Flooring)
BP #1-21	(Fire Protection)
BP #1-22	(Plumbing)
BP #1-23	(HVAC)
BP #1-26	(Electrical/Low Voltage)
BP #1-31	(Earthwork)
BP #1-32a	(Asphalt Paving)
BP #1-33	(Site Utilities)

FQC has reviewed all the low bids in all 29 bid packages and feel there are several factors that contributed to prices coming back higher than estimated in certain trades. Some of these factors are continued supply chain uncertainty, increased commodity prices for raw goods, increased scope between early design sets provided for pricing and the final bid documents, and design addenda during bidding that created uncertainties.

The approach to bringing these bids closer to estimate will require a combination of negotiating pricing, value engineering, potential schedule adjustment and sequencing, selection of alternate materials, direct purchase of certain equipment through cooperative purchase, or a reduction in scope. Staff is working closely with FQC and Wold Architects and Engineers to this end, and plan on bringing updated pricing to the June 5th Committee of the Whole for presentation to the Board.