

VILLAGE OF BUFFALO GROVE



Fifty Raupp Blvd
Buffalo Grove, IL 60089-2196
Phone 847-459-2500
Fax 847-459-0332

Village Clerk
Janet M. Sirabian

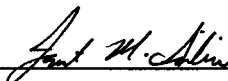
STATE OF ILLINOIS) ss.

COUNTY OF COOK)

CERTIFICATE

I, Janet M. Sirabian, certify that I am the duly elected and acting Village Clerk of the Village of Buffalo Grove, Cook and Lake Counties, Illinois. I further certify that the attached meeting notice and agenda were posted inside the Agenda Board located outside the front door of the Buffalo Grove Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois before 4:30 P.M. on Friday, April 16, 2021 and thereafter were continuously viewable from the outside until said meeting and further were posted on the Village of Buffalo Grove's website for the purpose of compliance with the Open Meetings Act.

Dated at Buffalo Grove, Illinois, this 16th day of April, 2021.



Village Clerk



By Deputy Village Clerk



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
April 19, 2021 at 7:30 PM

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

1. Call to Order

A. Open Meetings Act Compliance

Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held in person with capacity limited physical attendance.

Due to the COVID-19 pandemic and CDC guidelines for social distancing, physical attendance is limited to 20 persons in addition to Elected Officials and Staff. All seats are on a first-come, first-served basis. All persons physically attending the meeting will be required to don an appropriate face covering during the duration of the meeting and shall be required to undergo a body temperature scan before entering the Jeffrey S. Braiman Council Chambers. The Village of Buffalo Grove reserves the right to deny entry to any person displaying COVID-19 symptoms or a body temperature exceeding 100.4 degrees Fahrenheit. All meeting participants shall observe CDC-published guidelines for social distancing while attending the meeting.

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The meeting will also be broadcast via Facebook Live however; the comments on the stream will not be monitored by village staff and will not be read into the official record.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Mar 15, 2021 7:30 PM

B. Village Board - Committee of the Whole - Apr 5, 2021 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1327 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Proclamation Recognizing the Life of Former Village Trustee Deann Glover (President Sussman) (Staff Contact: Dane Bragg)

B. R-2021-10 Resolution Extending Executive Order 2021-04 (President Sussman) (Staff Contact: Dane Bragg)

5. Village Manager's Report

- A. Firefighter/Paramedic Badge Presentation (Trustee Smith) (Staff Contact: Mike Baker)
- B. Fire Chief Citation Presentation (Trustee Smith) (Staff Contact: Mike Baker)
- C. 2020 Officer of the Year (Trustee Smith) (Staff Contact: Steven Casstevens)
- D. Public Works Employee of the Year (Trustee Pike) (Staff Contact: Michael Skibbe)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. Proclamation Recognizing Arbor Day (Trustee Pike) (Staff Contact: Michael Skibbe)
- B. Proclamation Recognizing National Public Works Week (Trustee Stein) (Staff Contact: Michael Skibbe)
- C. Week of the Young Child Proclamation (President Sussman) (Staff Contact: Evan Michel)
- D. Proclamation Recognizing National Police Week 2021 (Trustee Smith) (Staff Contact: Steven Casstevens)
- E. Proclamation Recognizing Municipal Clerks Week (Clerk Sirabian) (Staff Contact: Jessie Brown)
- F. Proclamation Recognizing National Safe Boating Week (President Sussman) (Staff Contact: Brett Robinson)
- G. Approval of an Inter-Governmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity (DCEO) Grant (Trustee Stein) (Staff Contact: Darren Monico)
- H. O-2021-17 Approve an Amendment to a Special Use Ordinance and Zoning Code Variations for Height and Encroachment into a Setback for an Extension of a Communication Antenna Tower at 1700 Estonian Lane. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- I. O-2021-18 Approve an Ordinance Granting Variations to Allow for Three Wall Signs at 745 S Buffalo Grove Rd. (Trustee Johnson) (Staff Contact: Nicole Woods)
- J. O-2021-19 Class a Liquor License Reservation- Flambe India (President Sussman) (Staff Contact: Chris Stilling)
- K. O-2021-20 Class E. Liquor License Reservation- Georgian European Bakery & Café (President Sussman) (Staff Contact: Chris Stilling)
- L. O-2021-21 Kum Kang San Restaurant- Class a Liquor License Rescinded (President Sussman) (Staff Contact: Chris Stilling)

- M. O-2021-23 Ordinance Ratifying the Purchase of a Replacement Public Works Vehicle through the Suburban Purchasing Cooperative (Trustee Pike) (Staff Contact: Tom Wisniewski)

9. Ordinances and Resolutions

- A. O-2021-22 Ordinance Approving a Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (Trustee Johnson) (Staff Contact: Arthur Malinowski)
- B. O-2021-24 Amendments to Buffalo Grove Days Agreements (Trustee Smith, Trustee Stein) (Staff Contact: Brett Robinson)
- C. O-2021-25 Ordinance Authorizing the Village Manager to Sign a Lease Agreement with the Buffalo Grove Lincolnshire Chamber of Commerce (Trustee Johnson) (Staff Contact: Jenny Maltas)

10. Unfinished Business

11. New Business

- A. Award of Bid Elevator Maintenance (Trustee Pike) (Staff Contact: Brett Robinson)
- B. Rejection of Bids Parkway Restoration Project (Trustee Pike) (Staff Contact: Brett Robinson)

12. Questions From the Audience

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

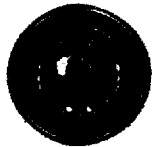
13. Executive Session

- 1. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity. (President Sussman) (Staff Contact: Dane Bragg)
- 2. Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06. (Clerk Sirabian) (Staff Contact: Dane Bragg)

14. Adjournment

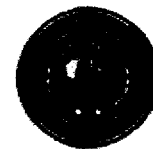
The Village Board will make every effort to accommodate all items on the agenda by 10:30 p.m. The Board, does, however, reserve the right to defer consideration of matters to another meeting should the discussion run past 10:30 p.m.

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



Buffalo Grove Police Pension Fund

46 Raupp Boulevard, Buffalo Grove, Illinois 60089



Tony Montiel
President

James Yester
Vice President

Tony Turano
Secretary

Jeff Feld
Asst. Secretary

Kenneth Fox
Trustee

NOTICE OF A REGULAR MEETING OF THE BOARD OF TRUSTEES

The Buffalo Grove Police Pension Fund Board of Trustees will conduct a regular meeting via videoconference on **Wednesday, April 21, 2021 at 10:00 a.m.** without a quorum of the public body physically present at the Board's regular meeting location because of a disaster declaration related to COVID-19 public health concerns affecting the Village of Buffalo Grove. The Buffalo Grove Police Pension Fund Board President has determined that an in-person meeting with all participants is not practical, prudent or feasible because of the disaster. The regular meeting is set for the purposes in the following agenda:

Members of the public may monitor the meeting by joining the conference call as follows:

<https://lauterbachamen.zoom.us/j/81371421543?pwd=QnNJZGdsTitTWlhDMjdhOUxXanVFUT09>

Enter meeting ID: 813 7142 1543

Enter the Password: 722465

AGENDA

1. Call to Order
2. Roll Call
3. Public Comment (limit of 3 minutes per person)
4. Approval of Meeting Minutes
 - a. January 27, 2021 Regular Meeting
5. Treasurer's Report
6. Accountant's Report – Lauterbach & Amen, LLP
 - a. Monthly Financial Report
 - b. Presentation and Approval of Bills
 - c. Additional Bills, if any
 - i. Illinois Department of Insurance Compliance Fee
7. Investment Report – Wall Capital Group
 - a. Quarterly Performance Summary
 - b. Potential Sale and/or Purchase of Securities
 - c. Review/Approve – Addendum for Fee Reduction for Zacks Investment Management
 - d. Review/Update Investment Policy, if needed
8. Applications for Membership/Withdrawals from Fund
 - a. Application for Membership – Meagan Diaz
9. Applications for Retirement/Disability Benefits
10. Old Business
 - a. IDOI Annual Statement
11. New Business
 - a. Review Preliminary Actuarial Valuation
12. Trustee Training Updates
 - a. Approval of Trustee Training Registration Fees and Reimbursable Expenses
13. Communications and Reports
 - a. Statements of Economic Interest
14. Attorney's Report – Reimer Dobrovolny & LaBardi PC
 - a. Legal Updates
15. Closed Session, if needed
16. Adjournment



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- A. Proclamation Recognizing Arbor Day (Trustee Pike) (Staff Contact: Michael Skibbe)
SUMMARY: Designates Friday, April 30, 2021 Arbor Day in Buffalo Grove. This proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.
- B. Proclamation Recognizing National Public Works Week (Trustee Stein) (Staff Contact: Michael Skibbe)
SUMMARY: A proclamation recognizing May 16th through May 22nd, 2021 as National Public Works Week.
- C. Week of the Young Child Proclamation (President Sussman) (Staff Contact: Evan Michel)
SUMMARY: A proclamation recognizing April 10-16, 2021 as the Week of the Young Child.
- D. Proclamation Recognizing National Police Week 2021 (Trustee Smith) (Staff Contact: Steven Casstevens)
SUMMARY: A proclamation recognizing National Police Week in the Village of Buffalo Grove.
- E. Proclamation Recognizing Municipal Clerks Week (Clerk Sirabian) (Staff Contact: Jessie Brown)
SUMMARY: Communities throughout the world are celebrating Municipal Clerks Week. We recognize the accomplishments of our Village of Buffalo Grove Clerk, Janet M. Sirabian.
- F. Proclamation Recognizing National Safe Boating Week (President Sussman) (Staff Contact: Brett Robinson)
SUMMARY: Proclamation recognizing National Safe Boating Week.
- G. Approval of an Inter-Governmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity (DCEO) Grant (Trustee Stein) (Staff Contact: Darren Monico)

SUMMARY: The Village received a \$60,000 grant towards the installation of sidewalk in the Right-of-Way at Ivy Hall Park and an Inter-Governmental Agreement is required to be approved by the Village Board to receive the funds.

- H. O-2021-17 Approve an Amendment to a Special Use Ordinance and Zoning Code Variations for Height and Encroachment into a Setback for an Extension of a Communication Antenna Tower at 1700 Estonian Lane. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

SUMMARY: Crown Castle USA Inc. is requesting to extend the existing communication antenna tower by 10 feet located at 1700 Estonian Lane. The extension requires an amendment to the special use ordinance as well as zoning variations for height and setback. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

- I. O-2021-18 Approve an Ordinance Granting Variations to Allow for Three Wall Signs at 745 S Buffalo Grove Rd. (Trustee Johnson) (Staff Contact: Nicole Woods)

SUMMARY: ACE Hardware store at 745 S Buffalo Grove Road is seeking to install three wall signs as part of a facade improvement on the west elevation of the Ace Hardware building. As a result of the improvements, a variation is required. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

- J. O-2021-19 Class a Liquor License Reservation- Flambe India (President Sussman) (Staff Contact: Chris Stilling)

SUMMARY: A Class A liquor license is reserved for Flambe India Restaurant, Inc. at 1155 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before July 19, 2021.

- K. O-2021-20 Class E. Liquor License Reservation- Georgian European Bakery & Café (President Sussman) (Staff Contact: Chris Stilling)

SUMMARY: A Class E liquor license is reserved for Georgian European Bakery & Café at 136 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before July 19, 2021.

- L. O-2021-21 Kum Kang San Restaurant- Class a Liquor License Rescinded (President Sussman) (Staff Contact: Chris Stilling)

SUMMARY: The Class A liquor license issued to SHK, USA, Inc. d/b/a Kum Kang San at 1329 W Dundee Road is hereby rescinded. The business has closed.

- M. O-2021-23 Ordinance Ratifying the Purchase of a Replacement Public Works Vehicle through the Suburban Purchasing Cooperative (Trustee Pike) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village Board ratify the purchase of the replacement vehicle, as further described in the attached memo, through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in a total not to exceed amount of \$34,200.00 (base vehicle costs).

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- 1. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity. (President Sussman) (Staff Contact: Dane Bragg)
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**MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING
MONDAY, MARCH 15, 2021**

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. This meeting is being conducted in person and via audio and video conferencing. Participants then pledged allegiance to the Flag.

ROLL CALL

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

Also present in person and via audio/video conference were: Dane Bragg, Village Manager; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Evan Michel, Management Analyst; Mike Skibbe, Director of Public Works; Kyle Johnson, Assistant Director of Public Works; and Brett Robinson, Director of Purchasing.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Johnson, to approve the minutes of the February 1, 2021 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.

Moved by Stein, seconded by Smith, to approve the minutes of the February 16, 2021 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Johnson, seconded by Ottenheimer, to approve the minutes of the March 1, 2021 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 #1326

Mr. Black read Warrant #1326. Moved by Pike, seconded by Johnson, to approve Warrant #1326 in the amount of \$4,687,844.69 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

Minutes Acceptance: Minutes of Mar 15, 2021 7:30 PM (Approval of Minutes)

President Sussman recognized Ellie Prins, Gigi Seribo and Hannah Baker from Girl Scout Troop #45133 for the achievement of the **Girl Scout Bronze Award**.

President Sussman introduced **Resolution No. 2021-8** extending Executive Order 2021-03.

Moved by Johnson, seconded by Ottenheimer, to pass Resolution No. 2021-8, extending Executive Order 2021-03.

Mr. Bragg reviewed the proposed resolution.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

President Sussman recognized **Al Aguilar of Weiner Take All** who has been an employee since the day the business opened 34 years ago, and congratulated him and wished him many more years of service in the Village of Buffalo Grove.

VILLAGE MANAGER'S REPORT

Mr. Bragg introduced the **Summer Events Update** that staff has prepared after Board direction at the Committee of the Whole meeting on March 2, 2021.

Mr. Skibbe reviewed the staff recommendation of holding off on a decision to host or cancel the event at this time, noting that staff will present an update at the April 5, 2021 Committee of the Whole meeting, further details of which are contained in his memo to Mr. Bragg of March 11, 2021.

Board discussion followed with the consensus being to agree with staff's recommendation to defer a final decision and noting that no additional funds will be expended until that time.

REPORTS FROM TRUSTEES

Trustee Stein noted that the **Buffalo Grove Fire Department** recently was inspected by OSHA and all three stations passed with no violations, and he congratulated the Department on that accomplishment.

The Village Clerk reviewed the deadline dates for registration and voting in the upcoming **April 6, 2021 Municipal Election** and urged all residents to vote.

CONSENT AGENDA

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

Proclamation – Jewish War Veterans

Motion to approve a Proclamation honoring Jewish War Veterans of the United States of America Day.

Proclamation – Earth Hour 2021

Motion to approve a Proclamation recognizing Earth Hour 2021 on March 27, 2021 from 8:30-9:30 P.M.

Resolution No. 2021-10 – 2021 Zoning Map

Motion to pass Resolution No. 2021-10, adopting the 2021 Zoning Map.

Contract Extensions

Motion to authorize execution of contract extensions with multiple vendors: first contract option with Lauterback and Amen for audit services at a not-to-exceed amount of \$32,890.00; second year contract option with Consulting Engineering, Inc. for leak detection services on an as-needed basis; fifth and final year contract option with Aramark Uniform Services, Inc. for floor mat and shop towel rental and cleaning with a total not-to-exceed amount of \$11,520.00.

Ordinance No. 2021-9 – Flooring Replacement

Motion to pass Ordinance No. 2021-9, authorizing the Village Manager to execute a contract with FH Paschen in accordance with the Illinois Governmental Joint Purchasing Act in a total not-to-exceed amount of \$29,400.20.

Ordinance No. 2021-10 – Paramedic Billing Services

Motion to pass Ordinance No. 2021-10, an amendment to Agreement with Paramedic Billing Services.

Ordinance No. 2021-11 – Surplus Village Property

Motion to pass Ordinance No. 2021-11, authorizing the disposal of surplus Village personal property.

Moved by Smith, seconded by Pike, to approve the Consent Agenda. 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.

RESOLUTION NO. 2021-9 – GOLF COURSE RESTAURANT

Moved by Stein, seconded by Smith, to pass Resolution No. 2021-9, authorizing the Village Manager to execute a Lease Agreement for the Buffalo Grove Golf Course Restaurant, in accordance with materials contained in Board packets.

Mr. Stilling reviewed the proposed resolution, details of which are contained in his memo of March 11, 2021 to the Board, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2021-12 – FEE SCHEDULE

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2021-12, approving an Amendment to the Fee Schedule, Chapter 1.16 and Section 8.20.340 of the Buffalo Grove Municipal Code regarding the Solid Waste Agency of Northern Cook County (SWANCC) fees.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to the Board of March 11, 2021, after which he answered questions from the Board.

After Board discussion, it was suggested that residents would likely prefer that these fees be incrementally increased rather than having the larger increase at one time.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-13 – 2021 SIDEWALK IMPROVEMENTS

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2021-13, awarding 2021 Sidewalk Improvement to the lowest responsible and responsive bidder of Schroeder & Schroeder, Inc. in the amount of \$195,295.10 pending Village Attorney review.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of March 11, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-14 – 2021 CRACKSEALING PROJECT

Moved by Pike, seconded by Smith, to pass Ordinance No. 2021-14, awarding 2021 Cracksealing Project to the lowest responsible and responsive bidder, Denler, Inc., in the amount of \$49,557.24.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-15 – 2021 PAVEMENT PATCHING

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2021-15, awarding 2021 Pavement Patching project to the lowest responsible and responsive bidder of Brothers Asphalt Paving, Inc. in the amount of \$305,680.54, pending Village Attorney review.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of March 11, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-16 – 2021 VINTAGE STREET IMPROVEMENTS

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2021-16, awarding 2021 Vintage Street Improvements project to the lowest responsible and responsive bidder of Arrow Road Construction Company in the amount of \$562,658.42, pending Village Attorney review.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Ms. Maltas of March 11, 2021.

Upon roll call, Trustees voted as follows:

Minutes Acceptance: Minutes of Mar 15, 2021 7:30 PM (Approval of Minutes)

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

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

Moved by 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 meeting was adjourned at 8:18 P.M.

 Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF April 2021

 Village President

Minutes Acceptance: Minutes of Mar 15, 2021 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF
THE VILLAGE OF BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING
MONDAY, APRIL 5, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present in person and via audio/video conferencing were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Evan Michel, Management Analyst; Mike Skibbe, Director of Public Works; Bryan Beitzel, Public Works; Fire Chief Baker; Tyler Grace, Fire Management Analyst; and Deputy Police Chief Eisenmenger.

FORMER TRUSTEE DE ANN GLOVER

President Sussman reported that former Trustee DeAnn Glover unexpectedly passed away this past week. DeAnn Glover was a Village Trustee from 1995-2011. DeAnn loved Buffalo Grove and was active in numerous capacities in Buffalo Grove during all the years she lived here, and continued to be involved even though she had recently moved to Kansas. The Village of Buffalo Grove offers condolences to her family and friends, as she will be greatly missed by all who knew her.

MUNICIPAL ELECTION

The Village Clerk noted that Election Day is tomorrow, April 6, 2021, and urged residents to be sure that they vote tomorrow.

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

FIRE DEPARTMENT ACCREDITATION

Chief Baker and Mr. Grace reviewed a Powerpoint presentation of an overview of the Fire Department's accreditation efforts and associated timeline, details of which are contained in their memo to the Board of April 1, 2021.

BUFFALO GROVE COMMUNITY FOUNDATION

Mr. Michel reviewed a Powerpoint presentation with an update on the current and future initiatives of the Buffalo Grove Community Foundation, details of which may be found in the Buffalo Grove Community Foundation Impact Report 2020.

2020-2021 SNOW & ICE CONTROL

Mr. Beitzel reviewed a Powerpoint presentation providing an overview of the 2020-2021 winter season, and the lessons that were learned from the Snow & Ice Control Plan changes that were implemented this past winter season.

BGPD SOCIAL WORKER REVIEW

Referring to a Powerpoint presentation, Deputy Chief Eisenmenger reviewed the Police Department's response to mental health calls for service over the last five years, along with providing an overview of the Police social worker program and staff recommendations for the future, further details of which may be found in his memo to the Board of April 5, 2021.

Board members commended the Buffalo Grove Police Department for their initiative in this program that is so important to members of our community.

WATER BILLING UPDATE

Mr. Black reviewed the staff recommendation that the Village begin applying penalties to newly incurred past-due water and sewer balances beginning with the bills issued in May 2021, details of which are contained in Mr. Bragg's memo to the Board of April 1, 2021.

Board discussion followed as to whether or not more time should be allowed.

2021 SUMMER EVENTS

Mr. Skibbe reviewed the staff planning and recommendations for the 2021 Summer Events, primarily a modified Buffalo Grove Days and fireworks display, details of which are contained in his memo to Mr. Bragg of March 31, 2021.

Staff will continue to work on some of the possibilities presented and report back to 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.

EXECUTIVE SESSION

Moved by Stein, seconded by Johnson, to adjourn the Committee of the Whole Meeting and move to Executive Session to discuss **Section 2(C)(5) of the Illinois Open Meetings Act: the Purchase or Lease of Real Property for the use of the Public Body, including meetings held for the purpose of discussing whether a particular parcel should be acquired and Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.**

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried

The Board moved to Executive Session from 9:38 P.M. until 10:16 P.M.

ADJOURNMENT

The meeting was adjourned at 9:30 P.M.

Janet M. Sirabian, Village Clerk

Minutes Acceptance: Minutes of Apr 5, 2021 7:30 PM (Approval of Minutes)

APPROVED BY ME THIS 19th DAY OF April 2021

Village President

Minutes Acceptance: Minutes of Apr 5, 2021 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1327****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1327 \$933,600.32.

ATTACHMENTS:

- W #1327 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, April 19, 2021

VILLAGE OF BUFFALO GROVE WARRANT #1327
19-Apr-21

General Fund:	736,599.17
Parking Lot Fund:	5.55
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	0.00
Capital Projects-Vehicles/Equipment:	7,719.27
Capital Projects-Streets:	688,305.04
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	0.00
Water Fund:	809,713.78
Buffalo Grove Golf Fund:	89,440.30
Arboretum Golf Fund:	167,478.57
Refuse Service Fund:	68,125.00
Information Technology Internal Service Fund:	123,662.61
Central Garage Internal Service Fund:	41,373.49
Building Maintenance Internal Service Fund:	127,634.96
	<u>2,860,057.74</u>
PAYROLL PERIOD ENDING 03/18/2021	934,137.41
PAYROLL PERIOD ENDING 04/01/2021	957,904.15
PAYROLL PERIOD ENDING 04/15/2021	954,961.06
	<u>2,847,002.62</u>
TOTAL WARRANT #1327	<u><u>5,707,060.36</u></u>

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

 Village Clerk

 Village President

Attachment: W #1327 SUMMARY (Approval of Warrant #1327)



Information Item : Proclamation Recognizing the Life of Former Village Trustee Deann Glover

Recommendation of Action

Staff recommends proclamation.

President Sussman and the Board of Trustees remember DeAnn Glover for her years of dedicated service to the entire Buffalo Grove community. Her legacy of community service serves as an indelible inspiration for all those who seek to make the Village of Buffalo Grove a strong, more vibrant community.

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, April 19, 2021	
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**Resolution No. R-2021-10 : Resolution Extending Executive Order
2021-04**

Recommendation of Action

Staff recommends approval.

This resolution extends Village President, Beverly Sussman's Executive Order 2020-12. Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and has subsequently extended.

ATTACHMENTS:

- 4.2.21 EO (DOCX)
- Resolution Extending the Local Disaster Emergency Proclamation 2021.05 clean (PDF)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, April 19, 2021

April 2, 2021

EXECUTIVE ORDER 2021-04

**AMENDMENT TO EXECUTIVE ORDERS 2020-01, 2020-03, 2020-04, 2020-05,
2020-06, 2020-07, 2020-08, 2020-09, 2020-10, 2020-11, 2020-12, 2021-01, 2021-02,
and 2021-03**

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

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

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

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

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

WHEREAS, on July 24, 2020, I issued Executive Order 2020-07 in response to the COVID-19 Pandemic; and

WHEREAS, on August 24, 2020, I issued Executive Order 2020-08 in response to the COVID-19 Pandemic; and

WHEREAS, on September 21, 2020, I issued Executive Order 2020-09 in response to the COVID-19 Pandemic; and

WHEREAS, on October 16, 2020, I issued Executive Order 2020-10 in response to the COVID-19 Pandemic; and

WHEREAS, on November 16, 2020 I issued Executive Order 2020-11 in response to the COVID-19 Pandemic; and

WHEREAS, on December 11, 2020 I issued Executive Order 2020-12 in response to the COVID-19 Pandemic; and

WHEREAS, on January 8, 2021, I issued Executive Order 2021-01 in response to the COVID-19 Pandemic; and

WHEREAS, on February 5, 2021, I issued Executive Order 2021-02 in response to the COVID-19 Pandemic; and

WHEREAS, on March 5, 2021, I issued Executive Order 2021-03 in response to the COVID-19 Pandemic; and

WHEREAS, on April 2, 2021, the State of Illinois issued a new executive order and new guidance regarding the orders issued by Governor JB Pritzker as well as guidance regarding

Attachment: 4.2.21 EO (R-2021-10 : Extending Executive Order 2021-04)

face coverings and said order is numbered 2021-06; and

WHEREAS, I find that in order to maintain consistency and clarity as to the measures to be taken help reduce the spread of COVID-19 effectively and safely there should be consistency with the Governor's Order 2021-06 and my previous Orders;

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

Section 1. Executive Orders 2020-01, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08, 2020-09, 2020-10, 2020-11, 2020-12, 2021-01, 2021-02, and 2021-03 are hereby amended to adopt and incorporate Governor Pritzker's Order 2021-06, a copy of which is attached hereto as Exhibit A and adopted herein by this reference.

Section 2. All provisions of the prior Executive Orders 2020-01 and 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08, 2020-09, 2020-10, 2020-11, 2020-12, 2021-01, 2021-02, and 2021-03 I have issued are repealed except as specifically set forth below.

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

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

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

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

Section 7. Penalty. The Village of Buffalo Grove Police Department and Community Development Department are authorized to enforce this Executive Order. In addition to other remedies the Village may seek, any violation of this Executive Order may subject the violator

to a penalty as set forth in Chapters 1.08 and 1.12 of the Village Code.

Section 8. Golf courses are permitted to operate within the restrictions of Executive Order 2021-06 and any restrictions published by the Illinois Department of Commerce and Economic Opportunity.

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

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


Beverly Sussman, Village President

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

ACKNOWLEDGEMENT

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

GIVEN under my hand and notarial seal this 2nd day of April, 2021.

Attachment: 4.2.21 EO (R-2021-10 : Extending Executive Order 2021-04)

RESOLUTION EXTENDING EXECUTIVE ORDER 2021-04

WHEREAS, on April 2, 2021, Village President, Beverly Sussman, issued Executive Order 2021-04 based upon the COVID-19 pandemic;

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

WHEREAS, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and further extended that declaration until May 2, 2021; and;

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

WHEREAS, the Village Board finds that the present situation requires the extension of the Village President's Executive Order 2021-04;

NOW, THEREFORE, be it resolved as follows:

Executive Order 2021-04 dated April 2, 2021 issued by Village President Beverly Sussman is hereby extended. Said extension shall be coterminous with the COVID-19 disaster proclamation issued by Governor J.B. Pritzker unless further amended or modified.

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

AYES: _____
 NAYES: _____
 ABSENT: _____

Passed _____, 2021
 Approved _____, 2021

Approved:

 Beverly Sussman, Village President

Attest:

 Janet Sirabian, Village Clerk



Information Item : Firefighter/Paramedic Badge Presentation

Recommendation of Action

Staff recommends presentation.

Anthony Shin and Austin Eaton will be presented with their Firefighter/Paramedic badges from the Buffalo Grove Fire Department.

Trustee Liaison
Smith

Staff Contact
Mike Baker, Fire

Monday, April 19, 2021	
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Information Item : Fire Chief Citation Presentation

Recommendation of Action

Staff recommends presentation.

On April 6th, 2021 at approximately 1:30 in the afternoon, Lt. Joe Klemm of the Northbrook Fire Department was driving by 2303 Birchwood Lane in Buffalo Grove, when he noticed smoke coming from the back of the house. Lt. Klemm alerted the occupants and began extinguishing a fire at the rear of the house where three propane tanks were self-venting and fire was impinging on the back porch. Lt. Klemm's swift action greatly reduced the potential damage to the inside of the house.

Trustee Liaison
Smith

Staff Contact
Mike Baker, Fire

Monday, April 19, 2021



Information Item : 2020 Officer of the Year

Recommendation of Action

Staff recommends presentation.

The Buffalo Grove Rotary Club President Melanie Santostefano and Police Chief Steven Casstevens will present the 2020 Police Officer of the Year Award to Police Officer Michael Carlson and present Officer Matthew Mills with a Special Commendation Award.

Trustee Liaison
Smith

Staff Contact
Steven Casstevens, Police

Monday, April 19, 2021	
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Action Item : Public Works Employee of the Year

Recommendation of Action

Staff recommends presentation.

Public Works Employee of the Year will be presented to Dave Gretz, Maintenance Worker II Crew Leader in the Forestry Section.

Trustee Liaison

Pike

Staff Contact

Michael K Skibbe, Public Works

Monday, April 19, 2021	
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Action Item : Proclamation Recognizing Arbor Day

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Designates Friday, April 30, 2021 Arbor Day in Buffalo Grove. This proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

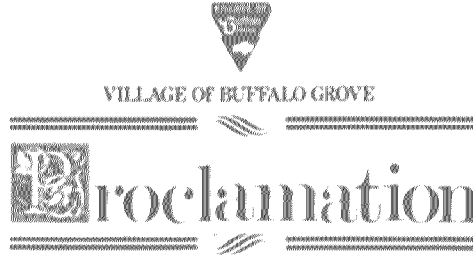
ATTACHMENTS:

- 2021 Arbor Day Proclamation (DOCX)

Trustee Liaison
Pike

Staff Contact
Michael K Skibbe, Public Works

Monday, April 19, 2021	
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**A PROCLAMATION RECOGNIZING
FRIDAY, APRIL 30, 2021, AS ARBOR DAY**

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this day, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees beautify and enhance the economic vitality of our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Village of Buffalo Grove has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue the maintenance of our village urban forest;

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim Friday, April 30, 2021, Arbor Day in the Village of Buffalo Grove, and call upon all citizens and civic organizations to support efforts to protect our trees and woodlands and to support our Village Urban Forestry Program.

Passed the 19th day of April, 2021

Beverly Sussman, Village President

Attachment: 2021 Arbor Day Proclamation (Arbor Day Proclamation)



Information Item : Proclamation Recognizing National Public Works Week

Recommendation of Action

Staff recommends this proclamation.

SUMMARY: A proclamation recognizing May 16th through May 22nd, 2021 as National Public Works Week.

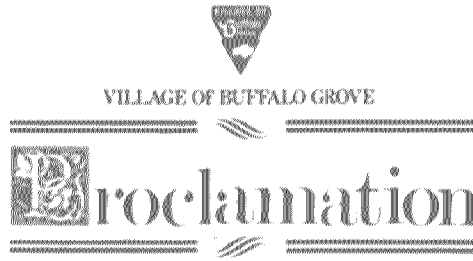
ATTACHMENTS:

- 2021 Public Works Week Proclamation (DOCX)

Trustee Liaison
Stein

Staff Contact
Michael K Skibbe, Public Works

Monday, April 19, 2021	
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Village of Buffalo Grove

A PROCLAMATION RECOGNIZING May 16-22, 2021, 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 personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim May 16-22, 2021, 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 19th day of April, 2021

Beverly Sussman, Village President



Information Item : Week of the Young Child Proclamation

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A proclamation recognizing April 10-16, 2021 as the Week of the Young Child.

ATTACHMENTS:

- wotyc (DOC)

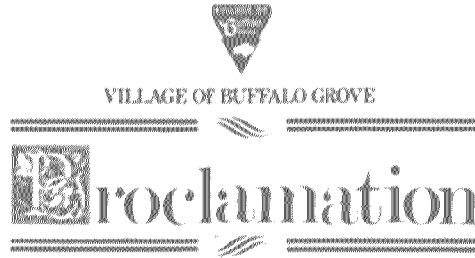
Trustee Liaison

Sussman

Staff Contact

Evan C Michel, Office of the Village Manager

Monday, April 19, 2021	
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Village of Buffalo Grove

PROCLAIMS APRIL 10-16, 2021 AS THE WEEK OF THE YOUNG CHILD

WHEREAS, the JCYS Northwest Family Center and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the 50th Anniversary of the Week of the Young Child (WOYC) April 10-16, 2021; and

WHEREAS, by highlighting the need for high-quality early care and education for all children and families, within our communities and the state, these groups are committed to the early care and education system in Illinois that will ensure every child, beginning at birth, is healthy and successful; and

WHEREAS, the latest research on brain development and how children learn, and what we know about the return on investments in young children, we fully support the need for access to high quality early care and educational services; and

WHEREAS, the future of our communities and the economy of our state depends on the quality of the early care and education experiences, as well as access to the high quality early care and education programs, provided to young children today; and

WHEREAS, we must recognize the vital work performed by early care and education professionals, express our gratitude for their important services and support efforts to see that they are fairly compensated;

NOW THEREFORE, BE IT RESOLVED that I, Beverly Sussman, President of the Village of Buffalo Grove recognize the service that the JCYS Northwest Family Center provides to Buffalo Grove children and do hereby proclaim **April 10-16, 2021** as the **Week of the Young Child** in **Buffalo Grove**.

Proclaimed this 19th day of April, 2021.

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

Beverly Sussman, Village President

Attachment: wotyc (Week of the Young Child Proclamation)



Information Item : Proclamation Recognizing National Police Week 2021

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A proclamation recognizing National Police Week in the Village of Buffalo Grove.

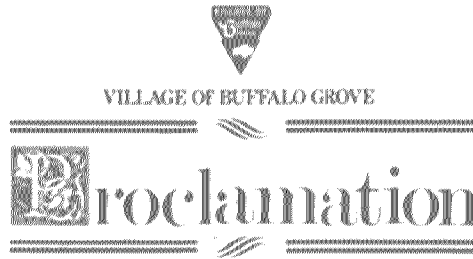
ATTACHMENTS:

- National Police Week - 2021 (DOCX)

Trustee Liaison
Smith

Staff Contact
Steven Casstevens, Police

Monday, April 19, 2021



Village of Buffalo Grove

NATIONAL POLICE WEEK 2021

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Buffalo Grove Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Buffalo Grove; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that the members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, over 22,000 law enforcement officers have been killed in the line of duty, and their names are permanently engraved in granite at the National Law Enforcement Officers Memorial in Washington, D.C.

AND WHEREAS, the men and women of the Buffalo Grove Police Department unceasingly provide a vital public service; and

NOW, THEREFORE, the Village President and Board of Trustees of the Village of Buffalo Grove, call upon all citizens of Buffalo Grove and upon all patriotic, civil and educational organizations to observe the week of May 9th to May 15th, 2021, as Police Week with appropriate virtual ceremonies in which all people may join in commemorating police officers, past and present who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

Proclaimed this 19th day of April, 2021.

Village President

Attachment: National Police Week - 2021 (National Police Week 2021)



Information Item : Proclamation Recognizing Municipal Clerks Week

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Communities throughout the world are celebrating Municipal Clerks Week. We recognize the accomplishments of our Village of Buffalo Grove Clerk, Janet M. Sirabian.

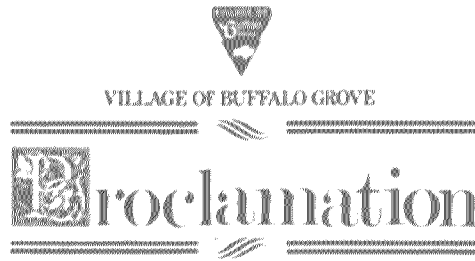
ATTACHMENTS:

- Municipal Clerks Week Proclamation 2021 (DOC)

Trustee Liaison
Ms. Sirabian

Staff Contact
Jessie Brown, Community Development

Monday, April 19, 2021	
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Village of Buffalo Grove

51st ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK May 2 – 8, 2021

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Beverly Sussman, Village President of the Village of Buffalo Grove, do proclaim May 2 – May 8, 2021 as Municipal Clerks Week in Illinois, and further extend appreciation to our Municipal Clerk, Janet M. Sirabian and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 19th day of April, 2021.

Beverly Sussman
Village President

Attachment: Municipal Clerks Week Proclamation 2021 (Municipal Clerks Week)



Information Item : Proclamation Recognizing National Safe Boating Week

Recommendation of Action

N/A

SUMMARY: Proclamation recognizing National Safe Boating Week.

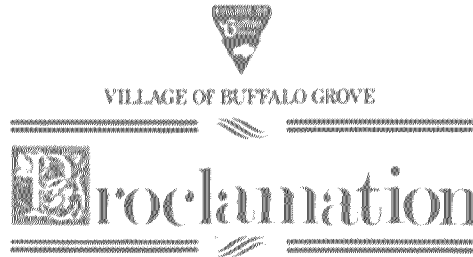
ATTACHMENTS:

- National Safe Boating Week 2021 (DOC)

Trustee Liaison
Sussman

Staff Contact
Brett Robinson, Finance

Monday, April 19, 2021



Village of Buffalo Grove

NATIONAL SAFE BOATING WEEK

WHEREAS, For nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

WHEREAS, Safe boating begins with preparation. The Coast Guard estimates that human error accounts for 70 percent of all boating accidents and that life jackets could prevent more than 85 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately 76 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW THEREFORE, BE IT RESOLVED that I, Beverly Sussman, President of the Village of Buffalo Grove do hereby support the goals of the Safe Boating Campaign and proclaim May 22-28, 2021 as National Safe Boating Week and the start of the year-round effort to promote safe boating and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Proclaimed this 19th day of April, 2021.

Beverly Sussman, Village President



Action Item : Approval of an Inter-Governmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity (DCEO) Grant

Recommendation of Action

Staff recommends approval of an Inter-Governmental Agreement for a \$60,000 sidewalk grant, subject to attorney review.

SUMMARY: The Village received a \$60,000 grant towards the installation of sidewalk in the Right-of-Way at Ivy Hall Park and an Inter-Governmental Agreement is required to be approved by the Village Board to receive the funds.

ATTACHMENTS:

- Memo DCEO \$60k sidewalk grant IGA 21-0412 (DOCX)
- 20-203267 Notice of Grant Award 3-23-2021 (PDF)

Trustee Liaison
Stein

Staff Contact
Darren Monico, Public Works

Monday, April 19, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 15, 2021
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: DCEO IGA Ivy Hall Park Sidewalk

The Village received a \$60,000 grant towards the installation of sidewalk in the Right-of-Way at Ivy Hall Park and an Inter-Governmental Agreement is required to be approved by the Village Board to receive the funds.

In 2019 staff submitted an extensive list of legislation priorities and the Village of Buffalo Grove was approved for \$1.45 million in grants with the Department of Commerce and Economic Opportunity (DCEO). These DCEO grants do not require a local match and we are reimbursed the costs once the paperwork is approved and the project is completed. The first step is that each grant is appropriated by elected officials and it is included in a spending bill. This \$60,000 grant is the first one to be appropriated. There are several rounds of paperwork for each grant and the final step is the approval of the attached IGA. Once approved by DCEO the Village can begin the project.

The list of DCEO grants awarded are listed below. It is unknown when and if any of the “awarded” grants will be appropriated next. However, staff has sent in the first round of paperwork for the \$150k miscellaneous sidewalk grant as well.

1. \$60,000 for sidewalk additions near Ivy Hall Elementary School.
2. \$300,000 for capital improvements for Water Reservoir 6.
3. \$300,000 for water main cleaning in the Chevy Chase neighborhood.
4. \$300,000 for a bike path and boardwalk on Bordeaux Court.
5. \$150,000 for miscellaneous sidewalk installation.
6. \$250,000 for native wetland restoration.
7. \$91,000 for miscellaneous sidewalk repair.

Staff recommends approval of the Inter-Governmental Agreement for the Ivy Hall Park sidewalk with the Department of Commerce and Economic Opportunity.

Attachment: Memo DCEO \$60k sidewalk grant IGA 21-0412 (Approve IGA DCEO)

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

Village of Buffalo Grove

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and Village of Buffalo Grove (Grantee), with its principal office at 50 RAUPP BLVD, Buffalo Grove, IL 60089-2139, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **074402751** is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that **362525051** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$60,000.00** of which **\$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Catalog of Federal Domestic

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Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758. The State Award Identification Number is 1758-25197.

1.4. Term. This Agreement shall be effective on **04/01/2021** and shall expire on **03/31/2023**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

Attachment: 20-203267 Notice of Grant Award 3-23-2021 (Approve IGA DCEO)

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

VILLAGE OF BUFFALO GROVE

By: _____
Signature of Sylvia I. Garcia, Acting Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Beverly Sussman

Printed Title: Village President

Email: BSussman@vbg.org

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

Attachment: 20-203267 Notice of Grant Award 3-23-2021 (Approve IGA DCEO)

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by

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Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended

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before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal

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year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time,

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if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) **Formal agreements with independent contractors**, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) **If third party in-kind (non-cash) contributions are used for Grant purposes**, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in

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compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for

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any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

Attachment: 20-203267 Notice of Grant Award 3-23-2021 (Approve IGA DCEO)

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV

AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

- (i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

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(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor

require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or

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signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Attachment: 20-203267 Notice of Grant Award 3-23-2021 (Approve IGA DCEO)

EXHIBIT A**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the residents in the Village of Buffalo Grove, IL.

This Grant-funded project will include costs associated with the addition of approximately 1,700 feet of new ADA-compliant sidewalk in the Village of Buffalo Grove. The new sidewalks will run along the east and south sides of Ivy Hall Park and are located along Clohesy Drive and Aspen Drive near Ivy Hall Elementary School.

Specifically, Grant funds will be used for a portion of the "Paving/Concrete/Masonry" costs associated with the purchase and installation of concrete and related paving materials for the construction of the sidewalks.

The completion of this project will benefit the public by providing sidewalks for local residents to access Ivy Park as well as for children and employees to access nearby Ivy Hall Elementary School where the new sidewalks will connect with the existing sidewalk to allow further access to the school from the surrounding area.

EXHIBIT B**DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C**PAYMENT**

Grantee shall receive \$60,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Award Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (**Exhibit A**), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (**Exhibit A**), any costs incurred prior to the Award Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (**Exhibit A**) and Deliverables or Milestones (**Exhibit B**). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name: Scott Ladendorf
 Title: Grant Manager
 Address: 500 E Monroe St
 Springfield, IL 62701
 Phone: 217-785-9997
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: Scott.Ladendorf@Illinois.gov

GRANTEE CONTACT

Name: Darren Monico
 Title: Village Engineer
 Address: 50 RAUPP BLVD
 Buffalo Grove, IL 60089-2139
 Phone: 847-459-2523
 TTY#: N/A
 Fax#: N/A
 Email Address: dmonico@vbg.org
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: _____
 Authorized Designee Title: _____
 Authorized Designee Phone: _____
 Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
 Authorized Designee Title: _____
 Authorized Designee Phone: _____
 Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E**PERFORMANCE MEASURES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F**PERFORMANCE STANDARDS**

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 03-Financial and Regulatory Reporting (2 CFR 200.327)
 Conditions: Requires more detailed reporting;
 Timeframe: One year.

ICQ Section: 06 - Audit (2 CFR 200.500)
 Conditions: Requires desk review of the status of implementation of corrective actions;
 Timeframe: When corrective action is complete.

ICQ Section: 08 - Property Standards (2 CFR 200.310 - 316)
 Conditions: Requires additional prior approvals;
 Timeframe: One year from the implementation of corrective action.

ICQ Section: 11 - Fraud, Waste and Abuse
 Conditions: Requires technical assistance including required training;
 Timeframe: One year after implementation of corrective action.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX ADDITIONAL INTEREST PROVISIONS

Attachment: 20-203267 Notice of Grant Award 3-23-2021 (Approve IGA DCEO)

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and E**) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

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Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. **Compliance With Applicable Law.** The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

**ARTICLE XL
REPORT DELIVERABLE SCHEDULE**

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

July 2021

- Quarterly Periodic Financial Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2021) - Covering Period of 04/01/2021 - 06/30/2021; Send To: Grant Manager

November 2021

- Quarterly Periodic Financial Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2021) - Covering Period of 07/01/2021 - 09/30/2021; Send To: Grant Manager

January 2022

- Quarterly Periodic Financial Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/31/2022) - Covering Period of 10/01/2021 - 12/31/2021; Send To: Grant Manager

May 2022

- Quarterly Periodic Financial Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/02/2022) - Covering Period of 01/01/2022 - 03/31/2022; Send To: Grant Manager

August 2022

- Quarterly Periodic Financial Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

Attachment: 20-203267 Notice of Grant Award 3-23-2021 (Approve IGA DCEO)

- Quarterly Periodic Performance Report (08/01/2022) - Covering Period of 04/01/2022 - 06/30/2022; Send To: Grant Manager

October 2022

- Quarterly Periodic Financial Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/31/2022) - Covering Period of 07/01/2022 - 09/30/2022; Send To: Grant Manager

January 2023

- Quarterly Periodic Financial Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2023) - Covering Period of 10/01/2022 - 12/31/2022; Send To: Grant Manager

May 2023

- Quarterly Periodic Financial Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (05/01/2023) - Covering Period of 01/01/2023 - 03/31/2023; Send To: Grant Manager
- End of grant Closeout Financial Report (05/15/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager
- End of grant Closeout Performance Report (05/15/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:

	AGENCY	SIGN-OFF	SIGN-OFF
		RECEIVED	OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	X	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable

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agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that

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Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

ARTICLE XLII BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.



Ordinance No. O-2021-17 : Approve an Amendment to a Special Use Ordinance and Zoning Code Variations for Height and Encroachment into a Setback for an Extension of a Communication Antenna Tower at 1700 Estonian Lane.

Recommendation of Action

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

SUMMARY: Crown Castle USA Inc. is requesting to extend the existing communication antenna tower by 10 feet located at 1700 Estonian Lane. The extension requires an amendment to the special use ordinance as well as zoning variations for height and setback. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

ATTACHMENTS:

- BOT Memo (DOCX)
- 1700 Estonian Ordinance (DOC)
- Exhibit A. Plan Set (PDF)
- Exhibit B. PZC Minutes (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, April 19, 2021

VILLAGE OF BUFFALO GROVE



DATE: April 15, 2021

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director of Community Development

SUBJECT: An Amendment to a Special Use Ordinance and Zoning Code Variations for Height and Encroachment into a Setback for an Extension of a Communication Antenna Tower at 1700 Estonian Lane.

BACKGROUND

The Petitioner, Crown Castle USA Inc. is requesting to extend the existing communication antenna tower by 10 feet to collocate AT&T Mobility antenna array located at 1700 Estonian Lane.

The subject property at 1700 Estonian was annexed into Buffalo Grove in 1987 as part of Ordinance No 87-19; which was amended in 2000 by a Special Use Ordinance No. 2000-66 to allow for a communication antenna tower on this site; which was further amended in 2010 by Ordinance 2010-52 to allow for a communication tower extension.

The total height of the communication antenna tower with the extension measures 114 feet. Pursuant to the Municipal Code, Public Utility Facility (Communication Antenna Tower) requires a Special Use amendment to Ordinance 2000-66, as amended by Ordinance 2010-52 for a Public Utility Facility (Communication Antenna Tower) in the B4 Business District and a Variation to the Zoning Ordinance Section 17.44 to allow for the communication antenna tower height extension and encroachment into the north setback.



PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC unanimously recommended (7-0) approval for variations to Section 17.44 of the Buffalo Grove Zoning Code to allow for communication antenna tower extension by 10 feet in height and to encroach into the north property setback by 22 feet for a Public Utility Facility provided;

- 1) The special use is granted to the Petitioner and said special use does not run with the land.
- 2) The special use granted may be assignable to subsequent petitioners seeking assignment of this special use as follows:
 - i. Upon application of a petition seeking assignment of this special use, the Village of Buffalo Grove, in their sole discretion, may approve the assignment administratively, or may refer it to the Planning & Zoning Commission and/or the Village Board for a public hearing.

- ii. Such assignment shall be valid only upon the written approval of the Village of Buffalo Grove granting said assignment, which may be granted or denied for any reason.
- 3) The communication antenna tower extension shall be installed in accordance with the documents and plans submitted as part of this petition.
- 4) All other conditions associated with the special use Ordinance 2000-66, as amended by Ordinance 2010-52 for a Public Utility Facility shall remain in full force and effect, unless modified by this petition.

Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

There were no comments or objections as part of the public hearing.

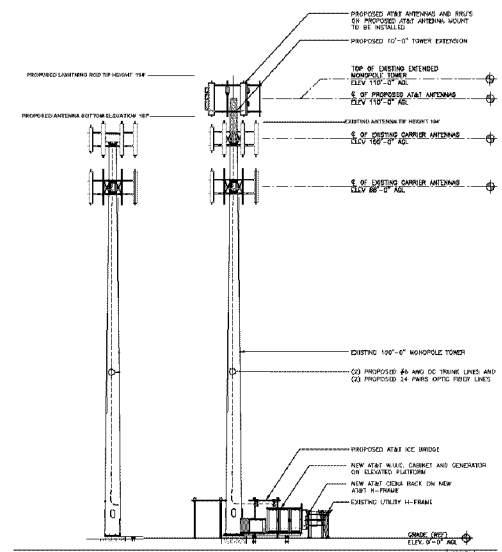
PLANNING & ZONING ANALYSIS

Existing Communication Antenna Tower

- The existing communication antenna tower was constructed in 2001.
- The existing communication antenna tower is 104 feet tall and is collocated with two existing wireless carriers.
- The existing communication antenna tower is setback 92 feet from the north property line, 255 feet from the west property line, 119 feet from the south property line and 340 feet from the east property line (Milwaukee Avenue).

Location, Height and Use of Communication Antenna Tower Extension

- The communication antenna tower extension will collocate an AT&T Mobility antenna array to address the coverage gap in the area which would result in extending the height of the tower to a total of 114 feet.
- The Petitioner has addressed the reasons to have this tower extension in the narrative which is attached as part of this petition.
- The communication tower extension of 10 feet requires a special use amendment to Ordinance 2000-66, as amended by Ordinance 2010-52 for a Public Utility Facility.
- The communication antenna tower extension resulting in a total of 114 feet will require a minimum setback of 114 feet on all four sides (north, south, east and west) of the tower to the property line. The setback to the north property line is 92 feet and hence requires a variation to encroach into the north property setback.
- The communication antenna tower is located approximately 300 feet from the nearest Residence.



- The communication antenna tower meets all other requirements as part of the Zoning Code.
- Going along Milwaukee Avenue, the communication antenna tower is screened by the existing trees on the subject property.
- In addition, the setback of 340 feet from Milwaukee Avenue further diminishes the height of the tower looking from Milwaukee Avenue. The height extension of 10 feet will not have any significant visual impact.

RECOMMENDATION

Staff recommends that the Village Board approve an amendment to a special use ordinance and zoning code variations for height and encroachment into a setback for an extension of a communication antenna tower subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2021 –

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE ORDINANCE AND ZONING CODE VARIATIONS FOR HEIGHT AND ENCROACHMENT INTO A SETBACK FOR AN EXTENSION OF A COMMUNICATION ANTENNA TOWER AT 1700 ESTONIAN LANE

**VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**1700 Estonian Lane
Communication Antenna**

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

WHEREAS, the Property located at 1700 Estonian Lane (hereinafter referred to as the "Property") is improved with an existing communication antenna, approved by Ordinance 2000-66 and amended by Ordinance 2010-52; and,

WHEREAS, Crown Castle USA Inc. (hereinafter referred to as the "Petitioner") is seeking to extend the existing communication antenna; and,

WHEREAS, the communication antenna requires both an amendment to special use ordinance 2000-66 and variation ordinance 2010-52 for height and encroachment into a setback,

WHEREAS, the Petitioner has filed a petition requesting the special use and variation pursuant to the following exhibits:

EXHIBIT A Plan Set

EXHIBIT B Minutes from the April 7, 2021 Planning & Zoning Commission Meeting

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on April 7, 2021 concerning the petition; and,

WHEREAS, the Planning & Zoning Commission made a finding and determined that the testimony and exhibits presented by the Petitioner at the public hearing demonstrated support for the special use and requested variations of the Zoning Ordinance, as represented in the minutes attached as Exhibit "B"; and,

WHEREAS, the Planning & Zoning Commission unanimously recommended 7-0 approval of the amendment to the Special Use Ordinance and variations to the Zoning Ordinance; and,

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove have determined that the amendment to the Special Use Ordinance and variation to the Zoning Ordinance as set forth in the exhibits hereto will allow appropriate development of the Property and will be compatible with adjacent properties.

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 incorporated herein.

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance approving the development for the Property including variations to Section 17.44 of the Buffalo Grove Zoning Code to allow for communication antenna tower extension by 10 feet in height and to encroach into the north property setback by 22 feet for a Public Utility Facility provided;

- 1) The special use is granted to the Petitioner and said special use does not run with the land.
- 2) The special use granted may be assignable to subsequent petitioners seeking assignment of this special use as follows:
 - i. Upon application of a petition seeking assignment of this special use, the Village of Buffalo Grove, in their sole discretion, may approve the assignment administratively, or may refer it to the Planning & Zoning Commission and/or the Village Board for a public hearing.
 - ii. Such assignment shall be valid only upon the written approval of the Village of Buffalo Grove granting said assignment, which may be granted or denied for any reason.
- 3) The communication antenna tower extension shall be installed in accordance with the documents and plans submitted as part of this petition.
- 4) All other conditions associated with the special use Ordinance 2000-66, as amended by Ordinance 2010-52 for a Public Utility Facility shall remain in full force and effect, unless modified by this petition.

Section 3. This Ordinance shall be in full force and effect. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A

Plan Set

EXHIBIT B – Plan Set
Minutes from the April 7, 2021 Planning & Zoning Commission Meeting

VoiceStream
Cook Inlet/VoiceStream
Operating Company, LLC
by its agent
VoiceStream PCS
BTA I Corporation
1375 E Woodfield Road
Suite 400 IL 60131
Chicago, Illinois
Office: (847) 585-7953
Fax: (847) 585-7801
NO DOCUMENT AND INFORMATION ARE TO BE
REPRODUCED OR TRANSMITTED IN ANY FORM
OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY
ANY INFORMATION STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION IN WRITING
FROM VOICESTREAM PCS/BTA I CORPORATION

CE DESIGN, LTD.
ENGINEERS/ARCHITECTS
1015 N. LAKE DRIVE
SUITE 200
CHICAGO, ILL. 60642
TEL: (773) 344-1000
FAX: (773) 344-1001
WWW.CEDSIGN.COM
PROJECT NO.: V8034
DATE: 3 AUG. 2000
DRAWN BY: ATJ/AY
CHECKED BY: JEC

PROJECT NO.: V8034
DATE: 3 AUG. 2000
DRAWN BY: ATJ/AY
CHECKED BY: JEC

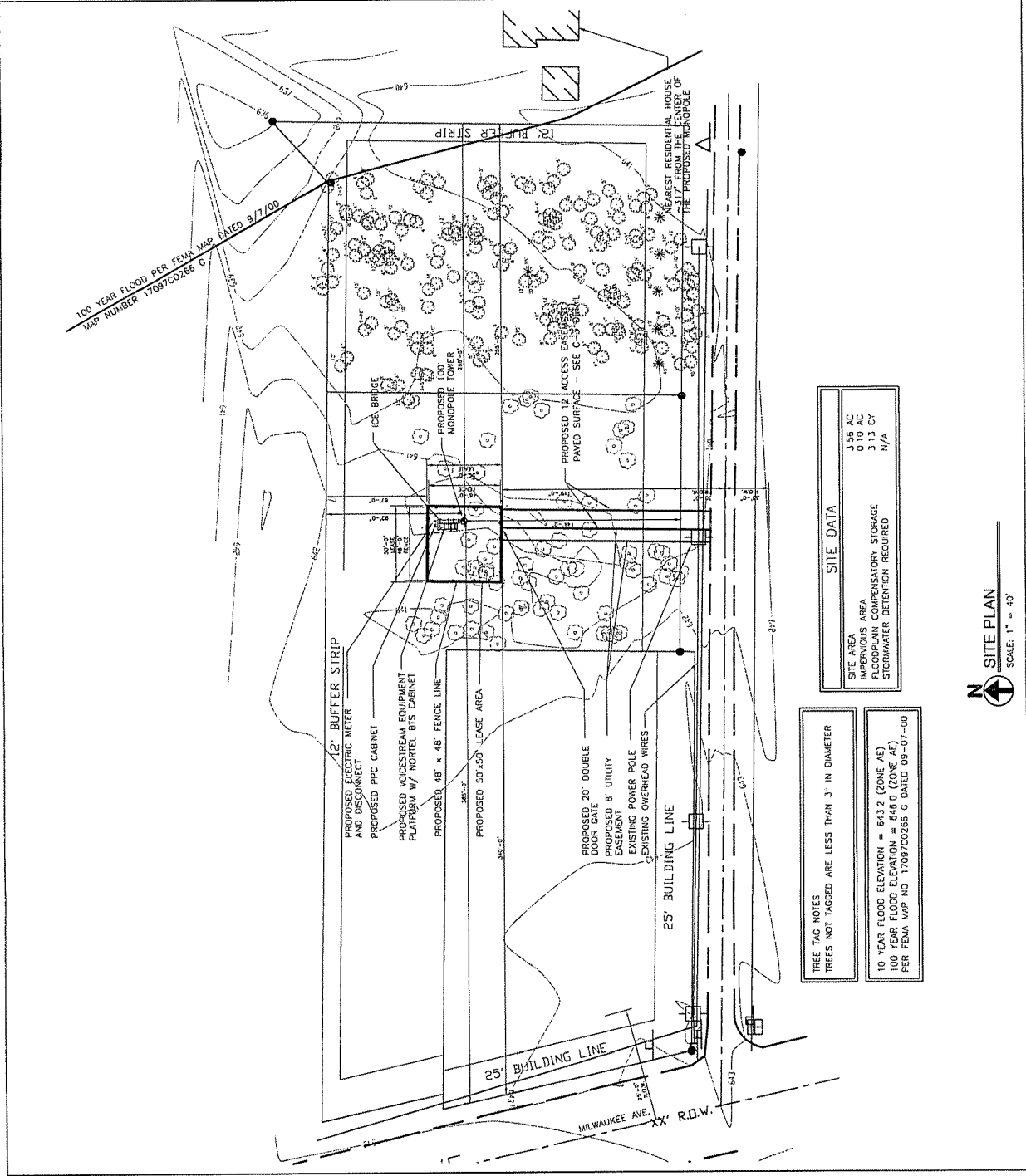
#	DATE	REVISIONS
1	08-21-00	VALUE OF BUILDING
2	08-12-00	VALUE OF BUILDING
3	09-25-00	REV. TAC NOTE (C-1)
4	11-01-00	TOWER HEIGHT

CHICAGO BTA
SITE CH13-159E
COTEY
CO-LOCATION
14748 W. ESTONIAN
BUFFALO GROVE, IL
60089

CHICAGO BTA
SITE CH13-159E
COTEY
CO-LOCATION
14748 W. ESTONIAN
BUFFALO GROVE, IL
60089

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-1



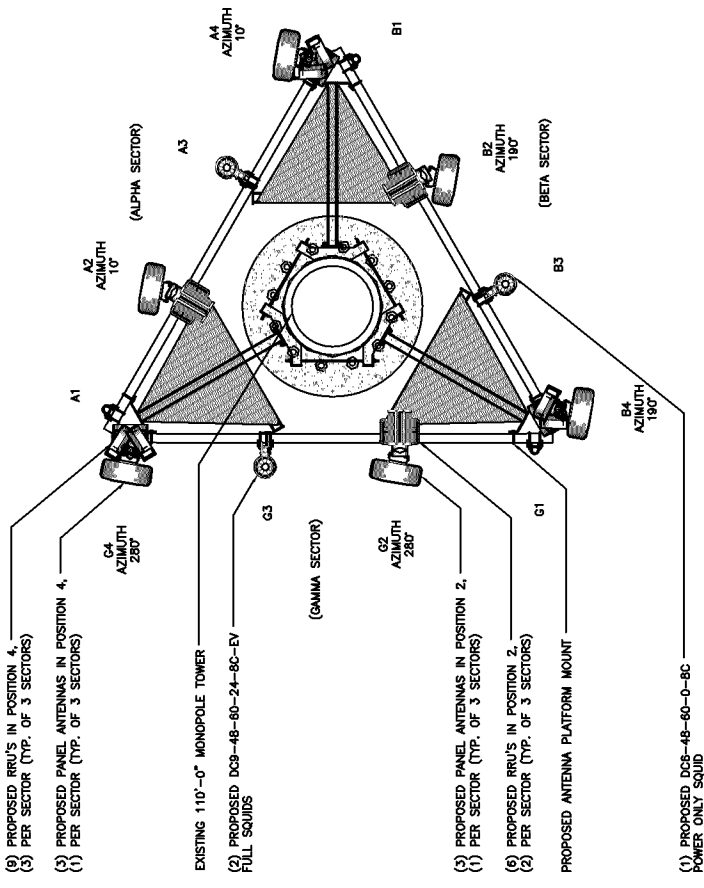
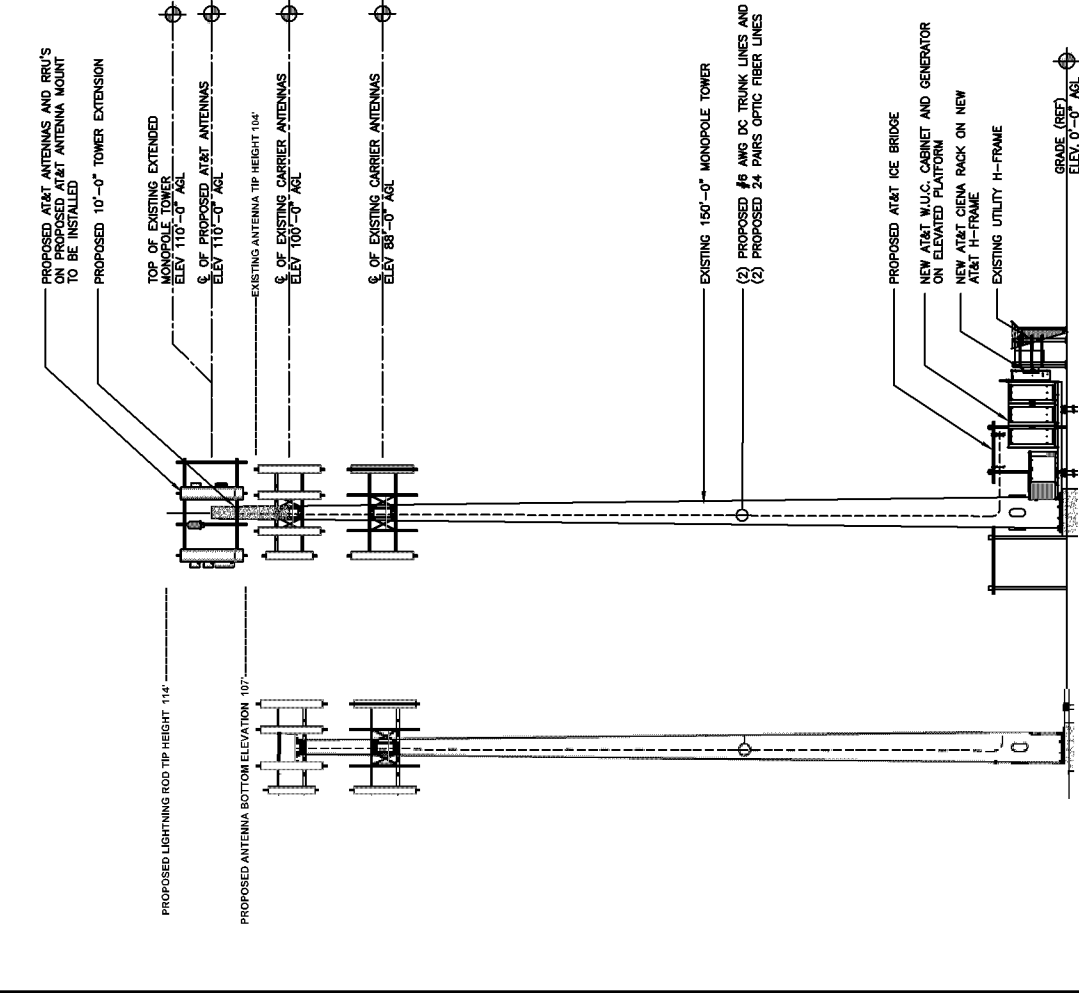
SITE DATA	
SITE AREA	3.55 AC
IMPROVED AREA	0 TO AC
STORMWATER STORAGE	3.13 CY
STORMWATER DETENTION REQUIRED	N/A

TREE TAG NOTES
TREES NOT TAGGED ARE LESS THAN 3" IN DIAMETER

10 YEAR FLOOD ELEVATION = 643.2 (ZONE AE)
100 YEAR FLOOD ELEVATION = 645.0 (ZONE AE)
PER FEMA MAP NO. 17097C0266 G DATED 09-07-00

N SITE PLAN
SCALE: 1" = 40'

STRUCTURAL NOTES:
1. TOWER STRUCTURAL CALCULATIONS PREPARED BY OTHERS. CONTRACTOR TO VERIFY WITH PROJECT MANAGER TO OBTAIN A COPY
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



PROPOSED TOWER ELEVATION

2

SCALE
N.T.S.

1

PROPOSED ANTENNA PLAN

1

SCALE
N.T.S.

1

AT&T
COMMUNICATIONS
12565551/IL1920
TBD
1700 ESTONIAN LANE
BUFFALO GROVE, IL 60089

NEXUS
DANIELA
SITE ACQUISITION SPECIALIST
DANIELA@WESTCHESTERILCS.COM
708.277.1794

WESTCHESTER
SERVICES LLC
664 FOX GLEN
BARRINGTON, IL 60014
TEL: 708.277.1794
FAX: 708.277.1794
aw@westchesterservices.com

NSB
12565551/IL1920
TBD
1700 ESTONIAN LANE
BUFFALO GROVE, IL 60089

REVISIONS

REV.	DATE	DESCRIPTION	INITIALS
0	07/15/20	PERMIT/CONSTRUCTION	DS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
TOWER
ELEVATION &
ANTENNA PLAN

SHEET NUMBER
A3

Packet Pg. 96



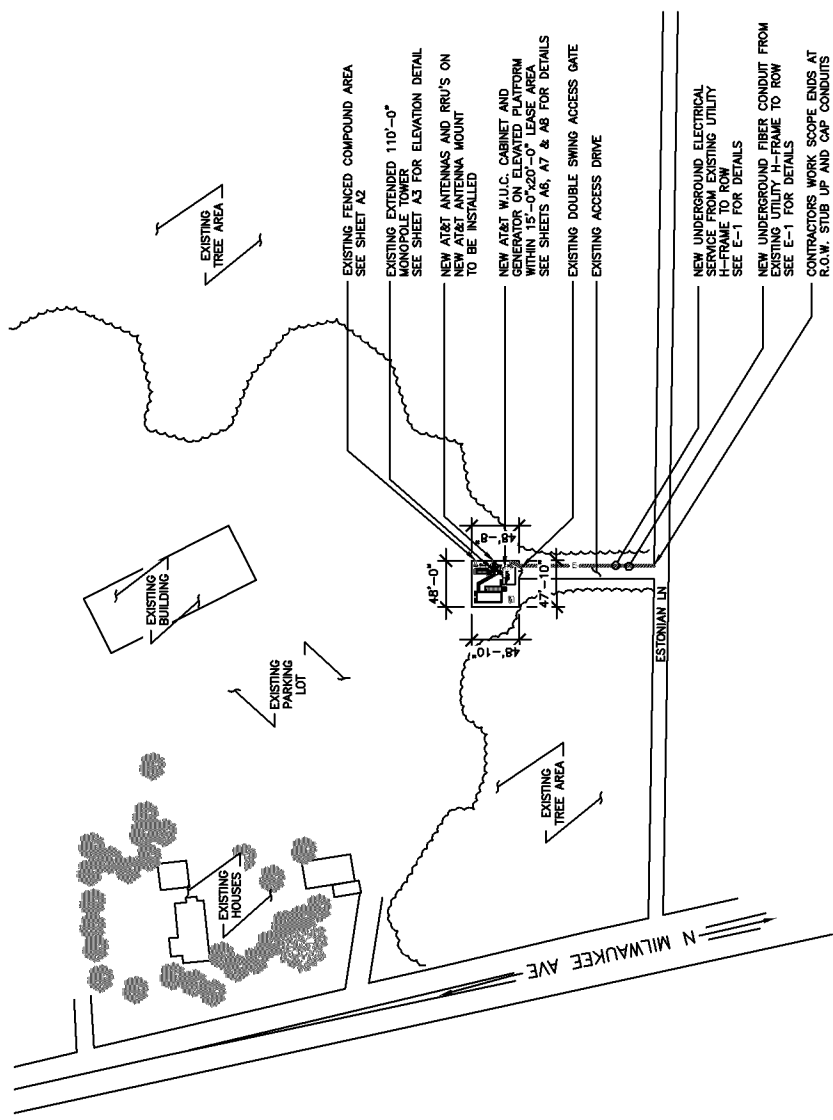


SCALE: 1"=100'-0" (1:1250)
NORTH

SHEET NUMBER
A1

SHEET TITLE
SITE PLAN

07/15/20
DAVID J. WESTCHESTER
001-014586
STATE OF ILLINOIS
PROFESSIONAL ENGINEER
EXPIRATION DATE 07/15/2020
THIS SEAL IS VALID FOR THE STATE OF ILLINOIS



SITE PLAN
SCALE: 1"=100'-0" (1:1250)
NORTH

AT&T
10000 N. MILWAUKEE AVE
MILWAUKEE, WI 53224

NEXUS
DAVID J. WESTCHESTER
SITE ACQUISITION SPECIALIST
DAVID.J.WESTCHESTER@AT&T.COM

WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60015
TEL: 847.277.6960
FAX: 847.277.6960
aw@westchesterservices.com

NSB
12565551/IL1920
TBD
1700 ESTONIAN LANE
BUFFALO GROVE, IL 60089

REV.	DATE	DESCRIPTION	INITIALS
0	07/15/20	PERMIT/CONSTRUCTION	DS
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET			

(1) PROPOSED DC6-48-60-D-8C
POWER ONLY SOLID

LETTER OF INTENT

BY AT&T MOBILITY

1. I am an adult resident of the State of Illinois and serve as Sr. Real Estate Manager and Construction Manager – IL/WI for AT&T Mobility ("AT&T").
2. I manage AT&T's new site build out and antenna site leases in the State of Illinois that accommodate AT&T's communications equipment to either improve or maintain wireless coverage.
3. I am familiar with the proposed tower extension to be constructed at 1700 Estonian Lane, Buffalo Grove, IL 60089 (site number IL1920).
4. The existing coverage near 1700 Estonian Lane is not adequate for customer needs and does not service FirstNet for Frist Responders. Coverage is poor in this area because AT&T does not have a facility near this location. See page 2 of the propagation maps for a visual. Note that all six AT&T sites surrounding IL1920 are too far away to provide adequate coverage to the area in need.
5. There is an existing tower facility owned by Crown Castle at 1700 Estonian Lane. This facility is a 100' foot monopole tower with two existing carriers currently on the tower. One carrier is at the top of the tower at 100' feet. The other carrier is at the 88' foot level of the tower. AT&T does not currently have an antenna installation on this tower.
6. It is not feasible for AT&T to install beneath the existing carriers due to the nearby tree line and how this proposed facility is situated within AT&T's existing network. Therefore, the tower needs to be extended 10' additional feet for this tower to be useful for AT&T's coverage goals. Additionally, AT&T will need to install equipment on the ground within the existing fenced compound. The existing compound is of sufficient size and will not need to be expanded to accommodate our ground equipment needs.
7. This proposed AT&T installation will not create interference for existing communications transmissions nor disrupt or interfere with police, fire and public safety communications.
8. AT&T needs a height of 110' feet in this immediate area. AT&T is seeking to extend the existing tower by 10 feet as a means to obtain that required overall height of 110' feet without the need to build a new cellular tower. If this project is not approved, AT&T will have no choice but to pursue a new tower build in order to

obtain the required height of 110' feet.

By: *Andrew T. Flowers*

Andrew T. Flowers
Sr. Real Estate Manager & Construction Manager, IL/WI

04/7/2021

**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 7, 2021**

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

2. Open Meetings Act Compliance

Pursuant to orders issued in response to the COVID-19 pandemic, this Public Hearing is closed to in-person, public attendance. The hearing is being held via Zoom web conference meeting, which permits the public to fully participate in the virtual Public Hearing via Zoom on a computer, tablet or phone. Details on how to access and participate in this online virtual hearing are available below. More information pertaining to the meeting information and links to the virtual meeting can be found at:

<https://us02web.zoom.us/j/82722018540>

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82722018540>

Or iPhone one-tap :

US: +13126266799,,82722018540# or +13017158592,,82722018540#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 301 715 8592 or +1 929 436 2866 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 827 2201 8540

International numbers available: <https://us02web.zoom.us/j/82722018540>

The Planning and Zoning Commission recording secretary called the roll. In Attendance was Chairperson Cesario, Com. Weinstein, Com. Goldspiel, Com. Moodhe, Com. Au, Com. Richards, and Com. Spunt. Absent were Com. Khan and Com. Worlikar.

Public Hearings/Items For Consideration

1. Consider Variations from the Sign Code to Allow for Three Wall Signs at 745 S Buffalo Grove Rd. (Trustee Johnson) (Staff Contact: Nicole Woods)

Village Planner Akash provided background on the proposed variations to the Villages Sign Code for the Ace Hardware store at 745 S. Buffalo Grove Road.

Mr. Sheahan, owner of the Ace Hardware, provided additional background on the signage he is requesting.

Com. Moodhe asked for clarification on the variations.

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Village Planner Akash provided clarification on the variations and the calculations used for the signage.

Com. Moodhe asked if the rental and backyard BBQ sign would be lighted.

Village Planner Akash replied that they would not be.

Com. Goldspiel asked about the visibility of the ground sign expressing concerns that it is blocked by the other tenant signs.

Chairperson Cesario asked the petitioner if he intends to change the structure of the ground sign.

Mr. Sheahen replied that he does not intend to change the structure of the ground sign.

Chairperson Cesario referenced packet page 12 and confirmed with the petitioner about the changes to the façade of the building.

Mr. Sheahen explained that his is renovating the outside with like materials to match the rest of the building and going away with the triangle front.

Com. Weinstein commented on the ground sign on packet page 12.

Com. Weinstein expressed that he agrees the Ace sign should be larger on a building of that size, and thinks the additional signage is not aggressive.

Com Weinstein asked the petitioner what the additional signage accomplishes.

Mr. Sheahen explained the additional signage highlights the unique goods and services they offer.

Com. Au asked the petitioner if his other stores have the additional signage.

Mr. Sheahen replied that he does at the Highland Park store and will soon have the additional signs on Palatine store in the fall as it is approved.

Com. Spunt asked if the inside was also going to be remodeled.

Mr. Sheahen replied that it has been rearranged and has had some cosmetic changes.

Village staff report was entered as exhibit one.

Mr. Sheahen thanked the Commission for their time and consideration.

Public hearing was closed at 7:55 PM.

Com Weinstein made a motion to recommend approval for variations to Section 14.16 of the Buffalo Grove Sign Code to allow for the main sign to exceed the permissible length of the wall sign by 10' and the permissible area of wall sign by 152 square feet; and to allow for two secondary signs on the west building façade of the Ace Hardware building shall be installed in accordance with the documents and plans submitted as part of this petition.

Com. Richards seconded the motion.

Chairperson Cesario spoke in favor of the petition.

Com. Moodhe spoke in favor of the petition.

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

2. Consider an Amendment to a Special Use Ordinance and Zoning Code Variations for Height and Encroachment into a Setback for an Extension of a Communication Antenna Tower at 1700 Estonian Lane. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

Village Planner Akash provided background on the Special Use amendment for a Communication Antenna Tower in the B4 Business District at 1700 Estonian.

Mr. Gasser, representative of Crown Castle, provided background a on the petition and AT&T's desire to collocate on their existing tower. Crown Castle sees it as a great opportunity instead of building a new tower.

Ms. Lewandowski, Council with Crown Castle, mentioned that the location of the tower is in a wooded area.

Ms. Lewandowski reference packet page 18 and clarified the roles listed in the conditions.

Attorney Stanford explained the purpose of those conditions.

Mr. Gasser noted that he understood the conditions.

Com. Weinstein asked for clarification on who the petitioner is.

Mr. Gasser replied that AT&T is the petitioner and Crown Castle is the service entity and representing AT&T.

Com. Weinstein asked Mr, Stanford for additional explanation.

Mr. Stanford provided clarifications.

Com. Weinstein asked why the third tower cannot be below the two existing antennas.

Mr. Flowers, Sr. Real Estate Manager and Construction Manager for AT&T Mobility, replied that the third antenna could not be placed below because of the tree line.

Com. Weinstein asked how tall these towers can go.

Mr. Flowers replied that out in the country they are as high as 350 feet. He explained in urban areas, towers need to closer together due to the cellphone usage and that typical height is around 100 feet.

Com. Weinstein asked about FCC guidelines as it pertains to the height of the tower.

Mr. Flowers responded to Commissioner Weinstein about the FCC guidelines.

Mr. Stanford ask the Commission to move on for the FCC conversation as it is not necessary since the petitioner already has approval from that entity.

Chairperson Cesario concurred with Village Council.

Com. Moodhe asked staff about the present variations on the property

Village Planner Akash replied that the new variation is required because of the extension.

Com. Richards asked if there is a maximum height this structure could be and support.

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Village Planner Akash replied with the specifications within the Village Code noting the contingencies within the setback based on the height of the pole and its proximity to residential areas.

Mr. Gasser replied that each time a structure is modified an analysis of the towers is done for many reasons included structural integrity.

Com. Goldspiel asked about the structural analysis and the wind the tower can withstand.

Mr. Gasser replied he is not an engineer, but commented that they are designed to withstand a great deal of force from nature. They built in the same manner as bridges.

Mr. Flowers replied that he oversees all the engineering reports for these poles and discussed the sway factor of the towers.

Chairperson Cesario confirmed with the petitioners that the width of the tower would not change, only the height.

Mr. Gasser replied yes.

Com. Spunt asked if there would be any noticeable noise.

Mr. Gasser replied there should be no additional noise past the property line.

Chairperson Cesario entered the Staff Report as exhibit one.

The petitioners thanked the Commission for their time.

The Public Hearing was closed at 8:42 PM

Com. Weinstein made a motion to recommend approval for variations to section 17.44 of the Buffalo Grove Zoning Code to allow for communication antenna tower extension by 10 feet in height and to encroach into the north property setback by 22 feet for a Public Utility Facility provided; the special use is granted to the petitioner and said special use does not run with the land, the special use granted may be assignable to subsequent petitioners seeking assignment of this special use as follows: Upon application of a petition seeking assignment of this special use, the Village of Buffalo Grove, in their sole discretion, may approve the assignment administratively, or may refer it to the Planning and Zoning Commission and/or the Village Board for a Public Hearing. Such assignment shall be valid only upon the written approval of the Village of Buffalo Grove granting said assignment, which may be granted or denied for any reason, and the communication antenna tower extension shall be installed in accordance with the documents and plans submitted as part of this petition, and all other conditions associated with the special use Ordinance 2000-66, as amended by Ordinance 2010-52 for a Public Utility Facility shall remain in full force and effect, unless modified by the petition.

Com. Richards seconded the motion.

Com. Moodhe spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

04/7/2021

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 3, 2021 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Weinstein, Au, Richards
ABSENT:	Zill Khan, Neil Worlikar

2. Planning and Zoning Commission - Special Meeting - Mar 24, 2021 7:30 PM

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

Chairman's Report

Chairperson Cesario thanked staff, members of the Commission and Council for the Commission training on March 24.

Committee and Liaison Reports

None.

Staff Report/Future Agenda Schedule

Deputy Director of Community Development thanked the Commissioners for their participation in the training and reminded the Commission to complete their online Open Meetings Act training.

Public Comments and Questions

There was no public comment.

Chairperson Cesario made a motion to Adjourn.

The recording secretary called the roll.

The meeting was adjourned unanimously.

Adjournment

The meeting was adjourned at 9:00 PM

Chris Stilling

04/7/2021

APPROVED BY ME THIS 7th DAY OF April, 2021



**Ordinance No. O-2021-18 : Approve an Ordinance Granting
Variations to Allow for Three Wall Signs at 745 S Buffalo Grove Rd.**

Recommendation of Action

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

SUMMARY: ACE Hardware store at 745 S Buffalo Grove Road is seeking to install three wall signs as part of a facade improvement on the west elevation of the Ace Hardware building. As a result of the improvements, a variation is required. The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the attached Ordinance. Staff concurs with this recommendation.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit A. Plan Set (PDF)
- Exhibit B. PZC Minutes (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, April 19, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 15, 2021

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director of Community Development

SUBJECT: Approve an Ordinance Granting a Variation to the Sign Code at 745 S Buffalo Grove for three wall signs. Variations include: exceeding the number of permitted wall signs; exceeding the maximum permitted sign length; and exceeding the maximum permitted sign area.

PROJECT BACKGROUND

The Petitioner, Kyle Sheahan, is the owner of ACE Hardware store at 745 S Buffalo Grove Road in the Grove Court Shopping Center and is seeking to install three wall signs on the west elevation of the Ace Hardware building. The three proposed wall signs are part of the façade improvements. The variations from Section 14.16 include: exceeding the number of permitted wall signs; exceeding the maximum permitted sign length; and exceeding the maximum permitted sign area.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The Planning & Zoning Commission unanimously recommended 7-0 approval for variations to Section 14.16 of the Buffalo Grove Sign Code to allow for the main sign to exceed the permissible length of the wall sign by 10' and the permissible area of wall sign by 152 square feet; and to allow for two secondary signs on the west building façade of the Ace Hardware building. The three proposed wall signs on the west façade of the Ace Hardware building shall be installed in accordance with the documents and plans submitted as part of this petition.

Staff concurs with this recommendation.

Public Hearing Comments

There were no concerns from the public regarding this request.

PLANNING & ZONING ANALYSIS

- Ace Hardware has recently proposed façade improvements to the existing building at 745 S Buffalo Grove Road. The proposed wall signs are part of these improvements.
- Presently there is one large ACE Hardware sign, which will be replaced by the three proposed signs.

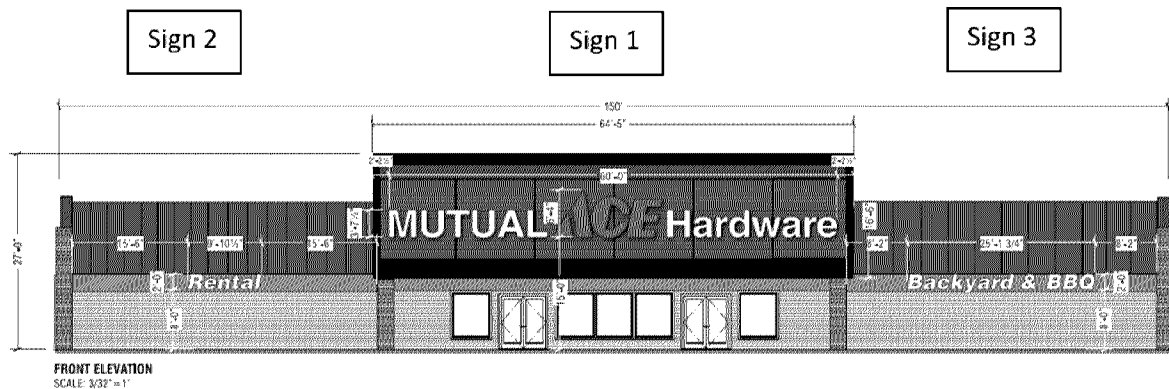


Sign 1 (Main Sign):

- Sign 1 is the main wall sign of the ACE Hardware building.
- The proposed wall sign measures 60' in length, and exceeds the required 33% of the 150' store frontage by 10'.
- The proposed wall sign is an LED powered sign.
- The proposed wall sign measures 380 square feet in area and exceeds the permissible area of 228 square feet by 152 square feet.
- The 380 feet in area is measured using a box around the sign which is typically how staff calculates area for all signs. If the channel letters alone of this sign is calculated, the area is 300 square feet, and hence exceeding only 72 square feet of the permissible wall sign area.
- Apart from the variance required for the length and area, this sign meets all requirements part of the Sign Code.

Sign 2 and 3 (Secondary Signs):

- Sign 2 and 3 on either of the main sign (Sign 1) are the secondary signs and meet the Sign Code for area, length and height of the sign.
- The proposed secondary wall exceeds the number of wall signs permitted. Pursuant to the Village Sign Code, only one sign is permitted per façade of the building abutting a street frontage.
- These two secondary signs (Sign 2 and 3) are both not non-illuminated signs.

**ACTION REQUESTED**

Staff recommends that the Village Board approve an Ordinance granting Variations to the Sign Code for 745 S Buffalo Grove, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2021-_____

**GRANTING A VARIATION TO THE BUFFALO GROVE SIGN
CODE FOR THREE WALL SIGNS**

Ace Hardware Store

745 S Buffalo Grove Rd

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 zoned B2 and is commonly known as 745 S Buffalo Grove Road, Buffalo Grove, Illinois; and,

WHEREAS, Kyle Sheahen with Ace Hardware ("Petitioner"), is seeking variation for three wall signs; and

EXHIBIT A Plan Set

EXHIBIT B Minutes from the April 7, 2020 Planning & Zoning Commission Meeting

WHEREAS, the Planning & Zoning Commission voted 7-0 recommending approval of the variation, as reflected in the minutes attached as Exhibit B; and

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested sign variation is in harmony with the general purpose and intent of the Sign Code (Title 14 of the Buffalo Grove Municipal Code), and that the Petitioner has shown:

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 variance 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 variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020

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. Variation is hereby granted to the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code, Sections 14.16) for the purpose of three wall signs on the Property, to allow for the main sign to exceed the permissible length of the wall sign by 10' and the permissible area of wall sign by 152 square feet; and to allow for two secondary signs on the west building façade of the Ace Hardware building. The three proposed wall signs on the west façade of the Ace Hardware building shall be installed in accordance with the documents and plans submitted as part of this petition.

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: _____, 2021.

APPROVED: _____, 2021.

APPROVED:

Beverly Sussman, Village President

ATTEST:

Village Clerk

Exhibit A
Sign Plans
Kingswood United Methodist Church
401 West Dundee Road

Exhibit B
Minutes from the August 21, 2019 PZC Meeting

Kingswood United Methodist Church
401 West Dundee Road

Attachment: Ordinance (O-2021-18 : Approve an Ordinance Granting Variations to Allow for Three Wall Signs at 745 S Buffalo)

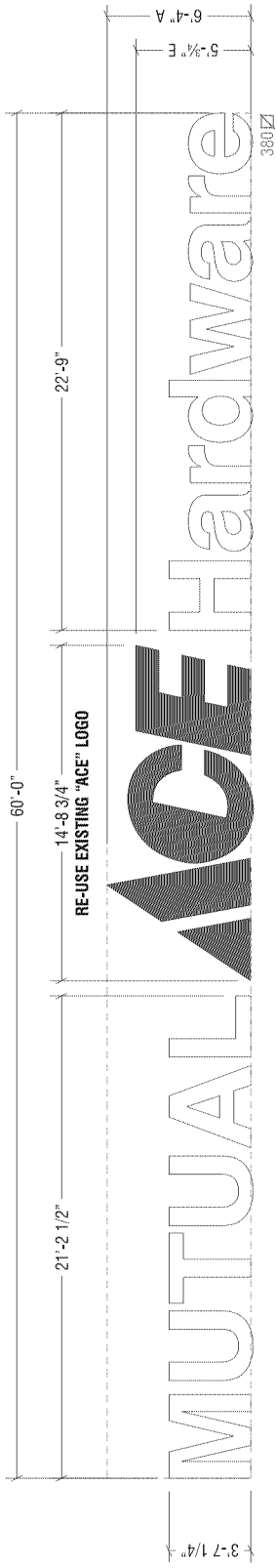
Dear Planning & Zoning Commission,

My name is Kyle Sheahen, the new owner of Mutual Ace Hardware on Buffalo Grove Road. I own two other Ace locations in Highland Park and Palatine. Having been born and raised in Buffalo Grove, I'm especially excited about the Buffalo Grove store. An interior renovation is already underway. I also have plans to renovate the exterior, which will enhance the overall look of the plaza, and the south corridor of Buffalo Grove Road. To ensure the success of this location, I respectfully ask for consideration from the Commission.

The Ace Hardware store is currently underperforming and is struggling to make a profit. The previous ownership has failed to maintain the exterior of the building. Along with the exterior renovation, I would like to increase the size of the retail sign to emphasize our brand "MUTUAL ACE Hardware." In addition, the signage will highlight key new divisions within the store "Rental" and "Backyard & BBQ". I strongly feel this is the best way to let the community know there is a new and improved hardware store in town. Failure to grant signage relief on this will have a major financial impact on the business that is already struggling.

I look forward to growing the Buffalo Grove store, and to continue being a contributor to the community. I welcome your questions or comments on my request.

Sincerely,
Kyle Sheahen



INDIVIDUALLY MOUNTED, ILLUMINATED CHANNEL LETTERS

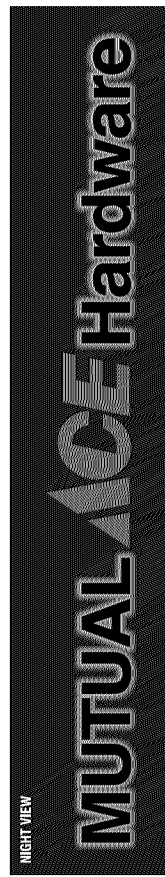
SCALE: 3/16" = 1"

"MUTUAL" & "HARDWARE":

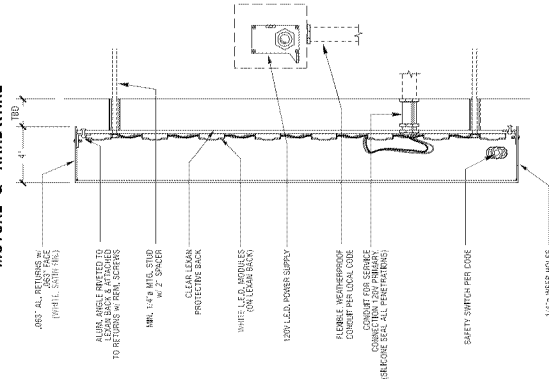
- 4" DEEP HALO-LIT CHANNEL LETTERS
- ALUM. FACES & RETURNS PAINTED SATIN WHITE
- CLEAR LEXAN BACKS
- WHITE L.E.D. SILHOUETTE ILLUMINATION
- PROJECTION OFF WALL TO MATCH EXISTING "HARDWARE" LETTERS

RE-USE EXISTING "ACE" LOGO:

- FACE-LIT CHANNEL
- #2793 RED PLEX FACES
- BLACK TRIMCAP & RETURNS
- RED L.E.D. ILLUMINATION
- INDIVIDUALLY MOUNTED FLUSH TO BLDG. FASCIA

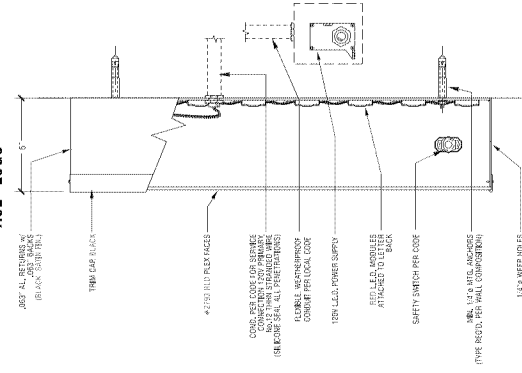


SECTION DETAIL FOR "MUTUAL" & "HARDWARE"



HALO-LIT REV-CHANNEL LETTER NOT TO SCALE

SECTION DETAIL FOR "ACE" LOGO



TYPICAL FACE-LIT CHANNEL LETTER W/ LED NOT TO SCALE

DOYLE
GENERAL SIGN CONTRACTORS
232 INTERSTATE RD. PO BOX 1908
AUBURN, IL 60011
630-543-8490
FAX 630-543-8482

DATE	REVISION
12.30.20	REVISED FOR LTRS. TO WHITE PLEX W/ BLACK TRIMCAP
1.8.21	REVISED FOR LTRS.
2.5.21	ADDED PLEXIN FACES & BLOC. DIMS.

CUSTOMER APPROVAL

DATE _____

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CLIENT	MUTUAL ACE HARDWARE
ADDRESS	745 S BUFFALO GROVE RD.
CITY	BUFFALO GROVE
STATE	IL
DESIGNER	KM
SALESPERSON	JST
DRWG. NO.	90284
SCALE	NOTED
DATE	12.16.2020
SHEET NO.	1

Rental

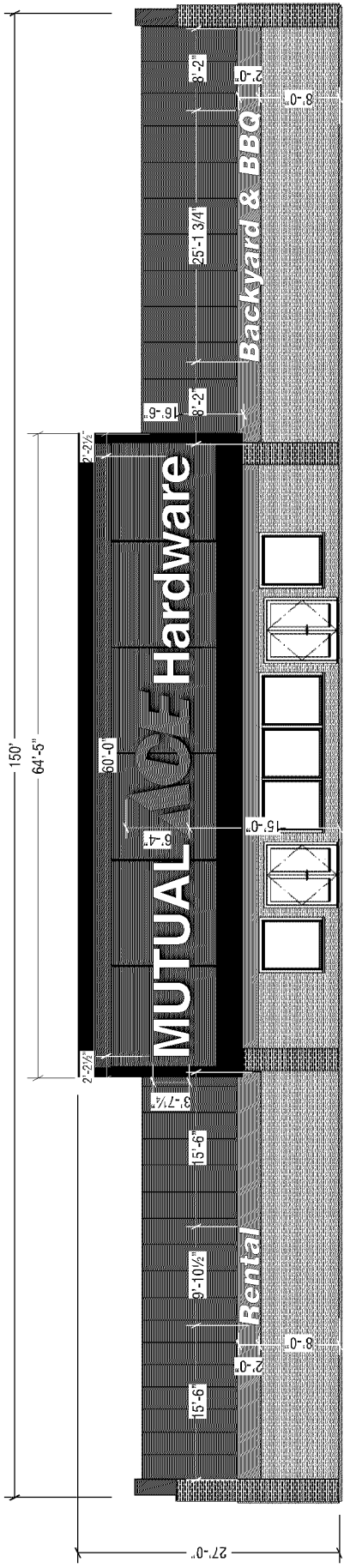
9'-10 1/2"

25'-1 3/4"

BBQ

B NON-ILLUMINATED, TRIMCAPPED FCO LETTERS • STU MOUNTED FLUSH
SCALE: 3/8" = 1'
- WHITE PLEX FCO LETTERS w/ BLACK TRIMCAP

C NON-ILLUMINATED, TRIMCAPPED FCO LETTERS • STU MOUNTED FLUSH
SCALE: 3/8" = 1'
- WHITE PLEX FCO LETTERS w/ BLACK TRIMCAP



FRONT ELEVATION
SCALE: 3/32" = 1'

DOYLE
GENERAL SIGN CONTRACTORS
222 INTERSTATE RD. PO. BOX 1008
AUBURN, IL 6001
630-543-3450
FAX 630-543-3452

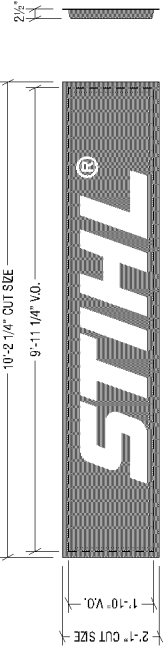
DATE	REVISION
12.20.20	REVISED CO. LOGOS, TO WHITE PLEX w/ BLACK TRIMCAP
1.8.21	REVISED CO. LOGOS
2.5.21	ADDED Pylon Faces & BLOC DIMS.

CUSTOMER APPROVAL

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DATE

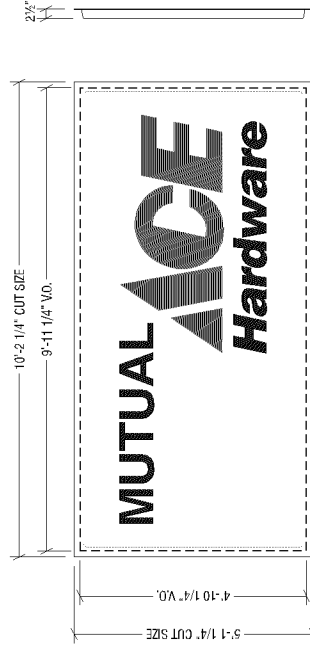
CLIENT	MUTUAL ACE HARDWARE
ADDRESS	745 S BUFFALO GROVE RD.
CITY	BUFFALO GROVE
STATE	IL
DESIGNER	KIM
SALESPERSON	JST
DRWG. NO.	90284
SCALE	NOTED
DATE	12.16.2020
SHEET NO.	2



D TWO(2) PAN FORMED CLEAR POLYCARBONATE FACES W/ BLACK VINYL GRAPHICS
SCALE: 3/8" = 1"

- SECOND SURFACE WHITE VINYL
- ORANGE BACKGROUND PAINTED WITH FOUR COATS OF GRIPELX CUSTOM MIX TO MATCH PMS #165C AND DIFFUSER. (COPY PREVIOUSLY APPROVED SAMPLE)

PMS 165 C



E TWO(2) PAN FORMED WHITE POLYCARBONATE FACES W/ BLACK VINYL GRAPHICS
SCALE: 3/8" = 1"

BLACK #22 RED #43



F TWO(2) PAN FORMED CLEAR POLYCARBONATE FACES W/ BLACK & RED VINYL GRAPHICS
SCALE: 3/8" = 1"

BLACK #22 RED #43

PROPOSED



EXISTING



DOYLE
GENERAL SIGN CONTRACTORS
222 INTERSTATE RD. PO. BOX 1068
AUBURN, IL 60101
630-543-3450
FAX 630-543-3452

DATE	REVISION
12.20.20	REVISED COT LTRS. TO WHITE PLEX W/ BLACK TRIMCAP
1.3.20	REVISED COT LTRS.
2.5.21	ADDED PULON FACES & BLOC DIMS.

CUSTOMER APPROVAL
DATE
This design is the original and unpublished work of DOYLE SIGNS, LLC, and may not be reproduced, copied or contained in any fashion without the expressed written consent from the author and publisher of this Company. The rights to this design may be protected.

CLIENT	MUTUAL ACE HARDWARE
ADDRESS	745 S BUFFALO GROVE RD.
CITY	BUFFALO GROVE
STATE	IL
DESIGNER	KIM
SALESPERSON	JST
DATE	12.16.2020
SCALE	NOTED
DRWG. NO.	90284
SHEET NO.	3

04/7/2021

**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 7, 2021**

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

2. Open Meetings Act Compliance

Pursuant to orders issued in response to the COVID-19 pandemic, this Public Hearing is closed to in-person, public attendance. The hearing is being held via Zoom web conference meeting, which permits the public to fully participate in the virtual Public Hearing via Zoom on a computer, tablet or phone. Details on how to access and participate in this online virtual hearing are available below. More information pertaining to the meeting information and links to the virtual meeting can be found at:

<https://us02web.zoom.us/j/82722018540>

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82722018540>

Or iPhone one-tap :

US: +13126266799,,82722018540# or +13017158592,,82722018540#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 301 715 8592 or +1 929 436 2866 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 827 2201 8540

International numbers available: <https://us02web.zoom.us/j/82722018540>

The Planning and Zoning Commission recording secretary called the roll. In Attendance was Chairperson Cesario, Com. Weinstein, Com. Goldspiel, Com. Moodhe, Com. Au, Com. Richards, and Com. Spunt. Absent were Com. Khan and Com. Worlikar.

Public Hearings/Items For Consideration

1. Consider Variations from the Sign Code to Allow for Three Wall Signs at 745 S Buffalo Grove Rd. (Trustee Johnson) (Staff Contact: Nicole Woods)

Village Planner Akash provided background on the proposed variations to the Villages Sign Code for the Ace Hardware store at 745 S. Buffalo Grove Road.

Mr. Sheahen, owner of the Ace Hardware, provided additional background on the signage he is requesting.

Com. Moodhe asked for clarification on the variations.

04/7/2021

Village Planner Akash provided clarification on the variations and the calculations used for the signage.

Com. Moodhe asked if the rental and backyard BBQ sign would be lighted.

Village Planner Akash replied that they would not be.

Com. Goldspiel asked about the visibility of the ground sign expressing concerns that it is blocked by the other tenant signs.

Chairperson Cesario asked the petitioner if he intends to change the structure of the ground sign.

Mr. Sheahen replied that he does not intend to change the structure of the ground sign.

Chairperson Cesario referenced packet page 12 and confirmed with the petitioner about the changes to the façade of the building.

Mr. Sheahen explained that his is renovating the outside with like materials to match the rest of the building and going away with the triangle front.

Com. Weinstein commented on the ground sign on packet page 12.

Com. Weinstein expressed that he agrees the Ace sign should be larger on a building of that size, and thinks the additional signage is not aggressive.

Com Weinstein asked the petitioner what the additional signage accomplishes.

Mr. Sheahen explained the additional signage highlights the unique goods and services they offer.

Com. Au asked the petitioner if his other stores have the additional signage.

Mr. Sheahen replied that he does at the Highland Park store and will soon have the additional signs on Palatine store in the fall as it is approved.

Com. Spunt asked if the inside was also going to be remodeled.

Mr. Sheahen replied that it has been rearranged and has had some cosmetic changes.

Village staff report was entered as exhibit one.

Mr. Sheahen thanked the Commission for their time and consideration.

Public hearing was closed at 7:55 PM.

Com Weinstein made a motion to recommend approval for variations to Section 14.16 of the Buffalo Grove Sign Code to allow for the main sign to exceed the permissible length of the wall sign by 10' and the permissible area of wall sign by 152 square feet; and to allow for two secondary signs on the west building façade of the Ace Hardware building shall be installed in accordance with the documents and plans submitted as part of this petition.

Com. Richards seconded the motion.

Chairperson Cesario spoke in favor of the petition.

Com. Moodhe spoke in favor of the petition.

04/7/2021

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

2. Consider an Amendment to a Special Use Ordinance and Zoning Code Variations for Height and Encroachment into a Setback for an Extension of a Communication Antenna Tower at 1700 Estonian Lane. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

Village Planner Akash provided background on the Special Use amendment for a Communication Antenna Tower in the B4 Business District at 1700 Estonian.

Mr. Gasser, representative of Crown Castle, provided background a on the petition and AT&T's desire to collocate on their existing tower. Crown Castle sees it as a great opportunity instead of building a new tower.

Ms. Lewandowski, Council with Crown Castle, mentioned that the location of the tower is in a wooded area.

Ms. Lewandowski reference packet page 18 and clarified the roles listed in the conditions.

Attorney Stanford explained the purpose of those conditions.

Mr. Gasser noted that he understood the conditions.

Com. Weinstein asked for clarification on who the petitioner is.

Mr. Gasser replied that AT&T is the petitioner and Crown Castle is the service entity and representing AT&T.

Com. Weinstein asked Mr, Stanford for additional explanation.

Mr. Stanford provided clarifications.

Com. Weinstein asked why the third tower cannot be below the two existing antennas.

Mr. Flowers, Sr. Real Estate Manager and Construction Manager for AT&T Mobility, replied that the third antenna could not be placed below because of the tree line.

Com. Weinstein asked how tall these towers can go.

Mr. Flowers replied that out in the country they are as high as 350 feet. He explained in urban areas, towers need to closer together due to the cellphone usage and that typical height is around 100 feet.

Com. Weinstein asked about FCC guidelines as it pertains to the height of the tower.

Mr. Flowers responded to Commissioner Weinstein about the FCC guidelines.

Mr. Stanford ask the Commission to move on for the FCC conversation as it is not necessary since the petitioner already has approval from that entity.

Chairperson Cesario concurred with Village Council.

Com. Moodhe asked staff about the present variations on the property

Village Planner Akash replied that the new variation is required because of the extension.

Com. Richards asked if there is a maximum height this structure could be and support.

04/7/2021

Village Planner Akash replied with the specifications within the Village Code noting the contingencies within the setback based on the height of the pole and its proximity to residential areas.

Mr. Gasser replied that each time a structure is modified an analysis of the towers is done for many reasons included structural integrity.

Com. Goldspiel asked about the structural analysis and the wind the tower can withstand.

Mr. Gasser replied he is not an engineer, but commented that they are designed to withstand a great deal of force from nature. They built in the same manner as bridges.

Mr. Flowers replied that he oversees all the engineering reports for these poles and discussed the sway factor of the towers.

Chairperson Cesario confirmed with the petitioners that the width of the tower would not change, only the height.

Mr. Gasser replied yes.

Com. Spunt asked if there would be any noticeable noise.

Mr. Gasser replied there should be no additional noise past the property line.

Chairperson Cesario entered the Staff Report as exhibit one.

The petitioners thanked the Commission for their time.

The Public Hearing was closed at 8:42 PM

Com. Weinstein made a motion to recommend approval for variations to section 17.44 of the Buffalo Grove Zoning Code to allow for communication antenna tower extension by 10 feet in height and to encroach into the north property setback by 22 feet for a Public Utility Facility provided; the special use is granted to the petitioner and said special use does not run with the land, the special use granted may be assignable to subsequent petitioners seeking assignment of this special use as follows: Upon application of a petition seeking assignment of this special use, the Village of Buffalo Grove, in their sole discretion, may approve the assignment administratively, or may refer it to the Planning and Zoning Commission and/or the Village Board for a Public Hearing. Such assignment shall be valid only upon the written approval of the Village of Buffalo Grove granting said assignment, which may be granted or denied for any reason, and the communication antenna tower extension shall be installed in accordance with the documents and plans submitted as part of this petition, and all other conditions associated with the special use Ordinance 2000-66, as amended by Ordinance 2010-52 for a Public Utility Facility shall remain in full force and effect, unless modified by the petition.

Com. Richards seconded the motion.

Com. Moodhe spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

04/7/2021

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 3, 2021 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Weinstein, Au, Richards
ABSENT:	Zill Khan, Neil Worlikar

2. Planning and Zoning Commission - Special Meeting - Mar 24, 2021 7:30 PM

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

Chairman's Report

Chairperson Cesario thanked staff, members of the Commission and Council for the Commission training on March 24.

Committee and Liaison Reports

None.

Staff Report/Future Agenda Schedule

Deputy Director of Community Development thanked the Commissioners for their participation in the training and reminded the Commission to complete their online Open Meetings Act training.

Public Comments and Questions

There was no public comment.

Chairperson Cesario made a motion to Adjourn.

The recording secretary called the roll.

The meeting was adjourned unanimously.

Adjournment

The meeting was adjourned at 9:00 PM

Chris Stilling

04/7/2021

APPROVED BY ME THIS 7th DAY OF April, 2021



**Ordinance No. O-2021-19 : Class a Liquor License Reservation-
Flambe India**

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class A liquor license is reserved for Flambe India Restaurant, Inc. at 1155 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before July 19, 2021.

ATTACHMENTS:

- Ord Class A - reserve Flambe India (DOCX)

Trustee Liaison
Sussman

Staff Contact
Chris Stilling, Community Development

Monday, April 19, 2021

Underlined = addition

~~Strikethroughs~~ = deletion

04/09/2021

ORDINANCE NO. 2021 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

Section 1. Subsection A. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~striketrough~~ and additions in underline text so that Subsection A. of Section 5.20.072 shall provide as follows:

Class A.

Licensee and d/b/a

Address

- | | |
|---|-----------------------------|
| 1. Luma , LLC d/b/a Lou Malnati's | 85 South Buffalo Grove Road |
| 2. Select Restaurants, Inc. d/b/a Countyline Tavern | 800 Lake-Cook Road |
| 3. Rack 'Em Up Chicago, Inc. | 312 McHenry Road |
| 4. The Schwaben Center | 301 Weiland Road |
| 5. Midas Banquets, Inc. d/b/a Astoria Banquets | 1375 W. Dundee Road |
| 6. Progressive Management Services, LLC | 401 Half Day Road |
| 7. Chef Adam, Inc. d/b/a
The Grove Banquets and Catering | 301 Weiland Road |
| 8. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant | 220 N. Milwaukee Avenue |
| 9. K1 Speed, Inc. | 301 Hastings Lane |
| 10. Leiserv, LLC d/b/a Bowlero – Buffalo Grove | 350 McHenry Road |
| 11. Le Presa Restaurant, Inc. | 86 W. Dundee Road |
| 12. BRI Incorporated d/b/a The Wild Buffalo | 48 Raupp Boulevard |
| 13. Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs | 1224 W. Dundee Road |
| 14. Telugu Ruchulu of BG, LLC d/b/a
Nawabi Hyderabad House Biryani Place | 228 McHenry Road |

15. Themis's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
16. Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
17. FREP PH Management, LLC	2710 Main Street
18. Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road
19. AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B

Section 2.

- A. A Class A liquor license is reserved for AAA Restaurant, Inc. d/b/a Flambe India. at 1155 McHenry Rd. #102B. This reservation is subject to the applicant completing Village requirements for said license on or before July 19, 2021. The Village Manager shall have the authority to extend the July 19, 2021 date for good cause shown. If not so extended, this reservation shall cease.
- B. This Section 2 shall not be codified.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



**Ordinance No. O-2021-20 : Class E. Liquor License Reservation-
Georgian European Bakery & Café**

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class E liquor license is reserved for Georgian European Bakery & Café at 136 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before July 19, 2021.

ATTACHMENTS:

- Ord Class E - reserve Aragvi LLC (DOCX)

Trustee Liaison
Sussman

Staff Contact
Chris Stilling, Community Development

Monday, April 19, 2021

Underlined = addition
~~Strikethroughs~~ = deletion
 04/12/2021

ORDINANCE NO. 2021 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

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

5.20.72 Licenses authorized.

E. Class E.

<u>Licensee and d/b/a</u>	<u>Address</u>
1. Hanabi, Inc. d/b/a Hanabi Japanese Restaurant	734 S. Buffalo Grove Road
2. Grande Jakes Fresh Mexican Grill in BG, Inc.	205 Dundee Road
3. MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
4. Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
5. <u>Aragvi, LLC d/b/a Georgian European Bakery & Café</u>	<u>136 McHenry Road</u>

Section 2.

A. A Class E liquor license is reserved for Aragvi, LLC. d/b/a Georgian European Bakery & Cafe at 136 McHenry Rd. This reservation is subject to the applicant completing Village requirements for said license on or before July 19, 2021. The Village Manager shall have the authority to extend the July 19, 2021 date for good cause shown. If not so extended, this reservation shall cease.

B. This Section 2 shall not be codified.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



**Ordinance No. O-2021-21 : Kum Kang San Restaurant- Class a
Liquor License Rescinded**

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class A liquor license issued to SHK, USA, Inc. d/b/a Kum Kang San at 1329 W Dundee Road is hereby rescinded. The business has closed.

ATTACHMENTS:

- Ord Class A - rescind Kum Kang San (DOCX)

Trustee Liaison
Sussman

Staff Contact
Chris Stilling, Community Development

Monday, April 19, 2021

Underlined = addition

~~Strikethroughs~~ = deletion

04/09/2021

ORDINANCE NO. 2021 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

Section 1. Subsection A. 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 A. of Section 5.20.072 shall provide as follows:

Class A.

Licensee and d/b/a

Address

- | | |
|--|--------------------------------|
| 1. Luma , LLC d/b/a Lou Malnati's | 85 South Buffalo Grove Road |
| 2. Select Restaurants, Inc. d/b/a Countyline Tavern | 800 Lake-Cook Road |
| 3. Rack 'Em Up Chicago, Inc. | 312 McHenry Road |
| 4. The Schwaben Center | 301 Weiland Road |
| 5. Midas Banquets, Inc. d/b/a Astoria Banquets | 1375 W. Dundee Road |
| 6. Progressive Management Services, LLC | 401 Half Day Road |
| 7. Chef Adam, Inc. d/b/a
The Grove Banquets and Catering | 301 Weiland Road |
| 8. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant | 220 N. Milwaukee Avenue |
| 9. K1 Speed, Inc. | 301 Hastings Lane |
| ~~10. SHK, USA, Inc. d/b/a Kum Kang San~~ | ~~1329 W. Dundee Road~~ |
| ~~11-10.~~ Leiserv, LLC d/b/a Bowlero – Buffalo Grove | 350 McHenry Road |
| ~~12-11.~~ Le Presa Restaurant, Inc. | 86 W. Dundee Road |
| ~~13-12.~~ BRI Incorporated d/b/a The Wild Buffalo | 48 Raupp Boulevard |
| ~~14-13.~~ Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs | 1224 W. Dundee Road |
| ~~15-14.~~ Telugu Ruchulu of BG, LLC d/b/a | 228 McHenry Road |

Nawabi Hyderabad House Biryani Place

~~16~~ .15.	Themis's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
~~17~~ .16.	Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
~~18~~ .17.	FREP PH Management, LLC	2710 Main Street
~~19~~ .18.	Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road

Section 2.

- A. The Class A liquor license for SHK, USA, Inc. d/b/a Kum Kang San at 1329 W. Dundee Rd. is hereby rescinded effective immediately.
- B. This Section 2 shall not be codified.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2021-23 : Ordinance Ratifying the Purchase of a Replacement Public Works Vehicle through the Suburban Purchasing Cooperative

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board ratify the purchase of the replacement vehicle, as further described in the attached memo, through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in a total not to exceed amount of \$34,200.00 (base vehicle costs).

ATTACHMENTS:

- SPC 442 Memo - 2021 (DOCX)
- Vehicle Purchase -Ordinance 2021 (DOCX)
- SPC_2021-Ford Transit Full Sized Van-Contract #150 (PDF)

Trustee Liaison

Pike

Staff Contact

Tom C. Wisniewski, Village Board

Monday, April 19, 2021

VILLAGE OF
BUFFALO GROVE



DATE: April 7, 2021

TO: Dane Bragg, Village Manger

FROM: Tom Wisniewski, Buyer

RE: Fleet Replacement Unit 442

Recommendation

Staff recommends that the Village Board ratify the purchase of the replacement vehicle as described in this memo through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in a total not to exceed amount of \$34,200 (base vehicle cost).

Background Information

As the Village Board is aware, the original cutoff order date from Ford to purchase unit 442 was April 30, 2021. Staff was notified on March 30, 2021 by the Northwest Municipal Conference that the order cutoff date was moved up to Friday April 2, 2021. This prompted staff to expedite the purchase of this replacement vehicle.

Staff is requesting the Village Board ratify the purchase of a 2021 Ford Transit Van. This unit is a scheduled replacement for Fiscal Year 2021 and is fully funded in the capital reserve. This replacement was procured through a joint purchase in conjunction with the Suburban Purchasing Cooperative/Northwest Municipal Conference.

Unit scheduled for replacement

442. A 2005 GMC Full size van, 95,659 miles currently showing on the odometer. This unit was originally due to be replaced in fiscal year 2020 as it is no longer in a condition that makes it wise to continue its service with the Public Works Department. The unit will be sold for asset recovery.

The new 2021 Ford Transit Van is expected to cost \$34,200. Additional up-fitting costs consisting of an interior conversion including lighting, shelves, storage, and vehicle decals are estimated at \$5800 for a total cost of \$40,000.

ORDINANCE 2021-_____**AN ORDINANCE RATIFYING THE PURCHASE OF A FORD TRANIST VAN VEHICLE FROM CURRIE MOTORS**

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

WHEREAS, the Village is a member of the Northwest Municipal Conference and the Suburban Purchasing Cooperative and

WHEREAS, the Village may make purchases in accordance with Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.)

WHEREAS, the Suburban Purchasing Cooperative engaged in a competitive procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Board is ratifying the purchase of one model year 2021 Ford Transit Van at a price not to exceed \$34,200.00 from Currie Motors of Frankfort, IL.

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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Vehicle Purchase -Ordinance 2021 (O-2021-23 : SPC Vehicle Purchase 2021)



2021 Ford Transit Full Sized Van

Contract# 150



Currie Motors Fleet

Nice People to do Business with

Visit our new website
www.curriecommercial.com

Order Cut Off: April 02 2021

Contract #150

Attachment: SPC_2021-Ford Transit Full Sized Van-Contract #150 (O-2021-23 : SPC Vehicle Purchase 2021)



**Currie Motors Frankfort
SPC Contract Winner
Contract #150**

2021 Ford Transit Full Sized Van

Standard Package: \$23,200.00

3 Year 36,000 Mile Limited Bumper to Bumper
Warranty 5 Year 60,000 Power-train Warranty

Alternator – 250-amp
Auxiliary Fuel Port
Single Battery – 70 amp-hours (Gas Only)
Brakes – 4-wheel ABS w/ Improved Pads
Fuel Tank – Capless fuel fill, 25 U.S. gallons
Horn – Single-note electric
Steering – EPAS Power Assist
Front MacPherson-strut, stabilizer bar
Rear Leaf springs, heavy-duty gas shock absorbers
235/65R16 BSW all-season (SRW)
195/75R16 BSW all-season (DRW)
Wheels – 16” steel
FordPass Connect 4G Wi-Fi Modem
Full-size spare tire & wheel
Front Bumper – Carbon Black w/ lower valence
Rear Bumper– Carbon Black
Body Side Moldings – Carbon Black
Sliding passenger-side Door
Honey-Comb Mesh Grill
Halogen head lamps with Black Trim
Roof Marker Lamps – Included on dual rear-wheel models
Center High Mount Stop Lamp (CHMSL)
Short-Arm Dual Power Mirrors
Tinted Glass
Variable Windshield Wipers
Air conditioning - Front only
Antenna – fender mounted
AM/FM stereo, Bluetooth, Dual USB ports,
4'MFD 2 Front Speakers
Auto locking Drive Away w/ Crash Unlocking
Power Equipment Group with Remote Keyless-Entry
Front Vinyl Floor Covering
Glove Box-Locking

Instrumentation - Tachometer, fuel level and coolant temperature
Inside Rearview Mirror (Included with Rear Glass opt.)
Front Dome Lamp with Map Lights and Theater Dim
Accessory Delay – 30 minutes
Power-point 12V, in instrument panel and center console
Driver and front-passenger manual reclining Vinyl bucket seats with adjustable headrest.
Tilt & Telescoping steering wheel
Step well pads – black plastic
Sun visor-Vinyl Trim.
Trim - Passenger A-Pillar Grab Handle
Headliner -front only
Electric Parking Brake (SRW only)
Driver and Passenger Airbags
Passenger-side airbag cut-off switch Side Airbags Safety
Canopy Side-Curtain air bags
AdvanceTrac® w/Roll Stability Control™ (RSC®)
Forward Collision Warning
Post CollisionBraking
Pre-Collision Assist with AEB
Lane-Keeping System
Tire Pressure Monitoring System (TPMS).
Hill Launch Assist
Safety belts – 3-point, all positions
SOS Post Crash Alert
Rear view camera with Trailer Assist
3.5L PFDi V-6 Motor
10-Speed Automatic Overdrive with Select Shift
Rear Cargo LED Lamp
Rear Door Cargo Lock Cylinder
Rear Cargo Door Exit Handle

Contract #150

Attachment: SPC_2021-Ford Transit Full Sized Van-Contract #150 (O-2021-23 : SPC Vehicle Purchase 2021)



LOW ROOF (83.6) VAN:

Transit-150 (GVWR: Van 8,600)

☐	E1Y	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"	\$ 23,200.00
☐	E1Y	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 24,342.00
☐	E2Y	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"-AWD	\$ 29,195.00
☐	E2Y	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"-AWD	\$ 30,337.00

Transit-250 (GVWR: 9,000)

☐	R1Y	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"	\$ 24,579.00
☐	R1Y	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 25,429.00
☐	R2Y	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"-AWD	\$ 30,574.00
☐	R2Y	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"-AWD	\$ 31,424.00

Transit-350 (GVWR: Van 9,500)

☐	W1Y	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"	\$ 26,032.00
☐	W1Y	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 27,174.00
☐	W2Y	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"-AWD	\$ 32,027.00
☐	W2Y	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"-AWD	\$ 33,169.00

MEDIUM ROOF (100.8) VAN:

Transit-150 (GVWR: Van 8,600)

☐	E1C	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"	\$ 26,507.00
☐	E1C	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 27,985.00
☐	E2C	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"-AWD	\$ 32,502.00
☐	E2C	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148" -AWD	\$ 33,980.00

Transit-250 (GVWR: 9,000)

☐	R1C	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"	\$ 27,232.00
☐	R1C	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 28,711.00
☐	R2C	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"-AWD	\$ 33,227.00
☐	R2C	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148" -AWD	\$ 34,706.00

Transit-350 (GVWR: Van 9,500)

☐	W9C	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"	\$ 28,757.00
☐	W9C	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 29,899.00
☐	W2C	Regular Wheelbase: Sliding Passenger-Side Cargo-Door 130"-AWD	\$34,752.00
☐	W2C	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148" -AWD	\$35,894.00

Contract #150

Attachment: SPC_2021-Ford Transit Full Sized Van-Contract #150 (O-2021-23 : SPC Vehicle Purchase 2021)



HIGH ROOF (110.1) VAN:

Transit-250 (GVWR: 9,000)

☒	R1X	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 30,342.00
☐	R2X	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"- AWD	\$ 36,337.00
☐	R3X	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL	\$ 31,473.00
☐	R3U	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL- AWD	\$ 37,468.00

Transit-350 (GVWR: Van 9,500/9,250 w/ Diesel)

☐	W1X	Long Wheelbase: Sliding Passenger-Side Cargo-Door 148"	\$ 31,530.00
☐	W2X	Long Wheelbase: Sliding Pass-Side Cargo-Door 148"- AWD	\$ 37,525.00
☐	W3X	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL	\$ 32,661.00
☐	W3U	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL- AWD	\$ 38,656.00

Transit-350 HD DRW (GVWR: F4X/F4U 9950#- S4X/S4U 10,360#)

☐	F4X	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL	\$ 34,544.00
☐	F4U	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL- AWD	\$ 40,539.00
☐	S4X	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL	\$ 34,849.00
☐	S4U	Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door 148"EL- AWD	\$ 40,844.00



POWERTRAIN/FUNCTIONAL

☐		
☐ 99G	3.5L Eco Boost V-6	\$ 1616.00
☐ 98F	E-85 Flex-Fuel Capable. N/A with 3.5 V6	\$ 139.00
☐ 63C	Dual Alternator (250 amps each)	\$ 769.00
☒ 63E	Dual Heavy Duty Battery-70 amp-hours Glass Mat, N/A With 3.5L Eco Boost	\$ 269.00
☐ 63X	Battery – Single Absorbed Glass Mat. Optional on Gas Engine.	\$ 114.00
☐ 655	Extended Range Fuel Tanks-31 U.S. gallons (mid-ship) N/A with Regular Length	\$ 260.00
☐ 41H	Engine Block Heater - 400W Rating	\$ 68.00
☐ 57A	Start/Stop Switch Delete-N/A With 3.5L PFDI Motor	\$ N/C
☒ 55A	Upfitter Module	\$ 232.00
☐ 53K	Modified Vehicle Wiring System –Requires Dual Batteries and HD Alternator	\$ 68.00
☐ 61C	Vehicle Maintenance Monitor	\$ 41.00
☐ 55B	Smart Acceleration Truncation	\$ 173.00
☐ 52M	Speed Limitation – 65-mph governed top speed. Fleet only.	\$ 72.00
☐ 52H	Speed Limitation – 70-mph governed top speed. Fleet only.	\$ 72.00
☐ 52N	Speed Limitation – 75-mph governed top speed. Fleet only.	\$ 72.00
☐ 53D	Tow/Haul Mode with Trailer Wiring Provisions	\$ 269.00
☐ 67D	Trailer Brake Controller-Requires Cruise Control and HD Trailer Tow or Tow/Haul Mode	\$ 368.00
☐ 85D	Horn-Dual Note	\$ 19.00
☐	Locking Differential	\$ 296.00
☐ 68B	Remote Start	\$ 451.00
☐ 94B	Enhanced Active Park Assist-not available with extended length configurations	\$ 815.00

EXTERIOR OPTIONS

☐ 59A	60/40 Hinged Passenger-side Door (Low Roof)	\$ N/C
☒ 18P	253 Degree Rear Door Opening- Long and Extended Wheelbase only	\$ 69.00
☒ 942	Daytime Running Lamps (Fleet only)	\$ 41.00
☒ 43R	Reverse Sensing System	\$ 269.00
☐ 545	Short Arm Mirror – Power, Manual-Folding Heated with Turn Signals N/A with BLIS	\$ 146.00
☐ 543	Long Arm Mirror – Power Non Telescopic N/A with BLIS	\$ 59.00
☒ 544	Long Arm Mirror - Power Heated Non Telescopic with Turn Signals.	\$ 201.00
☐ 65A	Blind Spot Information System (BLIS) with Cross Traffic Alert and Trailer Coverage	\$ 542.00
☒ 43E	Rear Bumper-Carbon Black with step (Low Roof)	\$ N/C
☐ 68J	Extended Length Running Boards Not available with Dual Sliding Cargo-Doors -Diesel Motor	\$ 596.00
☐ 68H	Running Board. Not available with Dual Sliding Side Cargo-Doors (Curbside Door Location)	\$ 282.00
☒ 64H	16" Steel with Full Wheel Cover (SRW).	\$ 32.00
☐ 65C	Power Sliding Side Door-Mid and High Roof Only	\$ 906.00
☐ 51A	Delete full-size spare tire & wheel. Optional on Extended-length only.	\$ (107.00)

Contract #150

Attachment: SPC_2021-Ford Transit Full Sized Van-Contract #150 (O-2021-23 : SPC Vehicle Purchase 2021)



☐	59D	Perimeter Anti- Theft	\$ 141.00
☐	91B	Auto Lamp-Includes Wiper Activated Headlamps	\$ 32.00
☐	53G	Body Color Bumper	\$ 228.00
☐	52C	Keyless-Entry Pad.	\$ 87.00
☒	43B	Back Up Alarm.	\$ 114.00
☐	55D	Front Fog Lamps	\$ 95.00

INTERIOR OPTIONS

☐	16E	Floor covering - Vinyl, front and rear. Incl. in Interior Upgrade Pkg. and Load Area Protection Package. Not available with Front/Rear Aux A/C and Heater (57G) on Van. Wheel Well Cover and Rear/Side Scuff Plates are included as part of the rear vinyl floor covering.	\$ 223.00
☐	96C	Interior Upgrade Package- Full-Height Polypropylene Cargo Area Panels Vinyl, Front and Rear (16E) Short- Arm Power, Manual-Folding Mirrors (541) when BLIS with Cross-traffic Alert and Trailer Coverage (65A) is not selected Vinyl Sun visor with Illuminated Vanity Mirror (Driver and Passenger) (85C) Dark Palazzo Gray Cloth, 2-way manual Driver and 2-way manual Passenger (21L) Cruise Control (60C) Not Available with Rear A/C or Front/Rear Mat or HD Cargo Flooring	\$ 1306.00
☐	85C	Vinyl Sun Visors with Illuminated Vanity Mirror (Driver and Passenger) Included and only available with Audio Packs #21 (58X), #22 (58Y), #28 (584) on Low Roof Vans	\$ 68.00
☒	86F	Keys: 2 additional (4 total) with FOBs	\$ 68.00
☐	67E	Large Center Console-Includes and Integrated shifter , a Dual Cup holder and additional Storage area	\$ 178.00
☐	62B	MyKey® – Requires PATS (66P) and Cruise Control (60C). Includes Level 1 Instrument Cluster. Not available with speed limiting options, AM/FM radio (Audio Packs 16, 17, 18), radio delete or radio prep or FCSD remote start.	\$ 4.00
☐	90C	Power Inverter – 12V to 110V. Requires Dual Heavy-Duty Batteries (63E).	\$ 91.00
☐	60B	Heavy-Duty Cargo Flooring. Includes Heavy- Duty Rear Scuff Plate Kit. Not available with Dual Rear Wheels or Front/Rear Aux A/C	\$ 815.00
☒	67C	Up fitter Package- Includes: • High Capacity Up fitter Switches • Large Center Console (67E) • Auxiliary Fuse Panel with High Spec Interface Connector (87E) • Dual AGM Batteries (63E) • Modified Vehicle Wiring System (53K)	\$ 555.00
☒	66C	D-Pillar Assist Handles.	\$ 55.00
☐	57G	Front/Rear Aux A/C and Heater (Driver controlled). Not Available with Vinyl or HD Flooring. Heat is distributed from rear of front passenger seat. A/C is distributed from the rear of van	\$ 783.00
☐	62C	Aux Heat/A/C Prep Package	\$ 91.00
☐	94B	Enhance Active Park Assist	\$ 815.00
☐	66D	Front Shelf- Not Available on Low Roof	\$ 69.00

Contract #150

Attachment: SPC_2021-Ford Transit Full Sized Van-Contract #150 (O-2021-23 : SPC Vehicle Purchase 2021)



☐ 58V	AM/FM stereo, Blue Tooth, Audio input jack, Dual USB ports, SYNC 3 and 4" multi-function touch screen	\$ 255.00
☐ 58Y	AM/FM stereo, audio input jack, 8" MFD, Message Center, SYNC3, HD, and Sirius XM Radio	\$ 592.00
☐ 584	AM/FM stereo, SYNC® 3 with Navigation, 8" color multi-function display, HD , Sirius XM® Satellite Radio, and Lane Departure Warning	\$ 1111.00
☐ 60D	Adaptive Cruise Control-keeps consistent speed without having to work the brake or accelerator pedal. Also maintains driver-inputted preset distances between vehicles ahead	\$ 687.00
☐ 60C	Cruise Control includes Adjustable Speed Limiting Device	\$ 296.00

Front-Seating

☒ 21G	Dark Palazzo Gray Vinyl	STD
☐ 21L	Dark Palazzo Gray Cloth	\$ 56.00
☐ 21M	Ebony Cloth	\$ 56.00
☐ 21Q	Dark Palazzo Gray Cloth, 10-way power driver and 10-way power passenger seats	\$ 901.00
☐ 21R	Ebony Cloth, 10-way power driver and 10-way power passenger seats	\$ 901.00
☐ 21S	Ebony Leather, 10-way power drivers and 10-way power passenger seats	\$ 1056.00

Contract #150

**Windows/Glass**

☒	17A	Fixed rear-door glass	\$ 228.00
☐	17B	Fixed rear-door glass and fixed passenger-side cargo-door glass	\$ 387.00
☐	17D	Fixed Rear-Door Glass and Fixed Driver and Passenger Side Cargo-Door Glass. Requires Dual Sliding Side Cargo-Doors	\$ 345.00
☐	17F	Windows-All-Around, fixed. Not available with Dual Sliding Side Cargo-Doors.	\$ 569.00
☐	92A	High Strength Laminated Glass-Available with Windows All Around on Medium/High Roof Long Length Cargo Van.	\$ 1033.00
☒	57N	Rear-Window Defogger. Included with Rear Glass Options	\$ N/C
☐	92E	Privacy Glass	\$ 501.00

PACKAGED OPTIONS

☐	18D	Exterior Upgrade Package Chrome Headlamp Trim, Chrome Grille and Grille Surround, 16" Steel Wheel (Black E-coat) on SRW Models, 16" Steel Wheel on DRW Models, Full Wheel Covers (SRW Only)	\$ 328.00
☒	96D	Load Area Protection Package (Full Heights) Vinyl, Front and Rear flooring- includes complete rear Polypropylene Panels on Side Walls and doors. Not Available with Rear A/C or Interior Upgrade PKG.	RWB: 360.00 LWB: 442.00 EL: 523.00
☐	53B	Heavy Duty Trailer Tow Package Trailer Wiring Provisions, 4-Pin/7-Pin Connector, Electric Brake Controller Tap-in Capability, Relay system for backup/B+/running lights, Frame mounted hitch receiver, Tow/Haul Mode	\$ 442.00

Extended Warranties

☐	3 Year 100,000 Powertrain Care	\$ 895.00
☐	3 Year 100,000 Base Care	\$ 1,495.00

Additional Options

☒	4-corner LED Strobes	\$ 895.00
☐	Service Manual (CD Rom)	\$ 385.00
☒	Delivery greater than 50 miles of dealership	\$ 185.00
☐	Adrian racks & bins- Base Adrian Package –contact us for other available options	\$ 3195.00
☒	M-Plates & Title (Shipped)	\$ 203.00
☐		

Contract #150



COLOR & TRIM AVAILABILITY

Interior Color

☒	Dark Palazzo Gray Vinyl	21G
☐	Dark Palazzo Gray Cloth	21L
☐	Ebony Cloth	21M
☐	Ebony Leather	21S

Exterior Color Code

☒	School Bus Yellow BY	N/C
☐	Race Red PQ	N/C
☐	Oxford White YZ	N/C
☐	Agate Black Metallic - UM	\$ 182.00
☐	Kapoor Red-AW	\$ 182.00
☐	Avalanche Gray-DR	\$ 182.00
☐	Abyss Gray-ME	\$ 182.00
☐	Blue Jeans Metallic - N1	\$ 182.00
☐	Ingot Silver Metallic - UX	\$ 182.00
☐	Carbonized-M7	\$ 182.00

Attachment: SPC_2021-Ford Transit Full Sized Van-Contract #150 (O-2021-23 : SPC Vehicle Purchase 2021)

Contract #150



Title Name	Village of Buffalo Grove
Title Address	50 Raupp Blvd
Title City	Buffalo Grove
Title Zip Code	60089
Contact Name	Josh Wallace
Phone Number	847-459-2579
P.O. Number	2021-0519
Fleet Identification Number	QDG49
Tax Exempt Number	E9998-1165-07
Total Dollar Amount	34,200
Total Number of Units	1
Delivery Address	51 Raupp Blvd
	Buffalo Grove, IL 60089

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

*Currie Motors Fleet
 10125W Laraway
 Frankfort, IL 60423
 PHONE: (815)464-9200
 Tom Sullivan Curriefleet@gmail.com
 Kristen De La Riva Fleetcurrie@gmail.com*

****Fleet Status is accessible by registering at www.fleet.ford.com. Please provide FIN Code at time of order for you to track your order status. Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State. *Vehicles are ordered and built as indicated on this tab sheet only. No other forms will utilized to process orders.***

Contract #150

Attachment: SPC_2021-Ford Transit Full Sized Van-Contract #150 (O-2021-23 : SPC Vehicle Purchase 2021)



Ordinance No. O-2021-22 : Ordinance Approving a Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association

Recommendation of Action

Staff recommends approval of a side letter agreement with the Buffalo Grove Professional Firefighters/Paramedic Association to include wages for the period of May 1, 2021 to April 30, 2022.

Pursuant to the terms set forth in the collective bargaining agreement, dated May 1, 2020 - April 30, 2023, between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, the parties have met and have reached an agreement on the attached Side Letter of Agreement which modifies Article VI, Section 6.1 - Salaries of the collective bargaining agreement.

The terms of this side letter of agreement are as follows:

1. Award a 2.53 percent (5 step) increase for firefighter/paramedic classifications for the period of May 1, 2021 to April 30, 2022;
2. Award a 2.52 percent (5 step) increase for fire lieutenant classifications for the same period; and
3. Parties agree that all terms within Article VI, Section 6.2 (Wage and Benefit Reopener) of the Agreement dated May 1, 2020 through April 30, 2023 shall remain open and be extended through October 31, 2021. However, the May 1, 2021 through April 30, 2022 salaries of employees covered under this Agreement are considered settled by this side letter and may not be reopened at a later date.

It should be noted that the wage data contained within the side letter of agreement before the Village Board is identical to the Agreement reached between the parties via collective bargaining. The wage increases have a budget impact of approximately \$114,027.14 between May 1, 2021 - April 30, 2022.

ATTACHMENTS:

- 2021 Fire Union Side Letter of Agreement Ordinance AND Wage Schedule (DOC)

Trustee Liaison
Johnson

Staff Contact
Arthur a Malinowski, Human Resources

Monday, April 19, 2021

ORDINANCE NO. 2021- ____

**AN ORDINANCE APPROVING A SIDE LETTER OF AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION**

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, AFL-CIO, CLC concerning wages, benefits and other terms and conditions of employment for the years so noted within the Side Letter of Agreement dated April 19, 2020.

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 Side Letter of Agreement.

Section 2. The Village Manager is authorized to enter into the attached Side Letter of Agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-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: _____, 2021. APPROVED: _____, 2021.

Village President

ATTEST:

Village Clerk

**Side Letter of Agreement
Between
The Village of Buffalo Grove
And
The Buffalo Grove Professional Firefighter/Paramedic Association,
Local 3177, IAFF.**

April 19, 2021

Representatives from the Village of Buffalo Grove ("Village") and the Buffalo Grove Professional Firefighter/Paramedic Association ("Union") have met and reached agreement on this Side Letter of Agreement to the Collective Bargaining Agreement ("Agreement") between the parties dated May 1, 2020 through April 30, 2023 which modifies the following sections of the afore referenced Agreement, Supplemental Agreements and Departmental Standard Operating Procedures.

Article VI, 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 (2021), 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.

Article VI, Section 6.1 – Salaries

Salary Schedule – May 1, 2021 to April 30, 2022

Effective: May 1, 2021

- A. Firefighter/Paramedic (2.53% Increase):
 - 1. The minimum and entrance salary at Step 277 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$68,144.96; and,
 - 2. The maximum salary, exclusive of overtime pay shall be at Step 375 or \$111,096.96.
- B. Fire Lieutenant/Paramedic (2.52% Increase):
 - 1. The minimum and entrance salary at Step 385 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$116,777.44; and,
 - 2. The maximum salary exclusive of overtime pay shall be at Step 406 or \$129,671.36.
- C. Fire Lieutenant/Non-Paramedic (2.52% Increase):
 - 1. The minimum and entrance salary at Step 381 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or \$114,470.72; and,
 - 2. The maximum salary exclusive of overtime pay shall be at Step 402 or \$127,110.88.

Step Plan Illustration – Firefighter/Paramedic – Effective: May 1, 2021

Starting pay:	\$68,144.96 (Step 277)
Pay after first complete year of employment:	\$73,072.48 (Step 291)
Pay after second complete year of employment:	\$78,355.68 (Step 305)
Pay after third complete year of employment:	\$84,023.68 (Step 319)
Pay after fourth complete year of employment:	\$90,099.36 (Step 333)
Pay after fifth complete year of employment:	\$96,616.00 (Step 347)
Pay after sixth complete year of employment:	\$103,602.72 (Step 361)
Pay after seven or more complete years of employment:	\$111,096.96 (Step 375)

Fire Lieutenant/Paramedic – Effective: May 1, 2021

Starting pay (newly promoted):	\$116,777.44 (Step 385)
Pay after first complete year of employment:	\$123,362.72 (Step 396)
Pay after two or more complete years of employment:	\$129,671.36 (Step 406)

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2021

Starting pay (newly promoted):	\$114,470.72 (Step 381)
Pay after first complete year of employment:	\$120,927.04 (Step 392)
Pay after two or more complete years of employment:	\$127,110.88 (Step 402)

Parties agree that all terms within Article VI, Section 6.2 (Wage and Benefit Reopener) of the Agreement dated May 1, 2020 through April 30, 2023 shall remain open and be extended through October 31, 2021. Furthermore, the May 1, 2021 through April 30, 2022 salaries of employees covered under this Agreement are considered settled by this side letter and may not be reopened at a later date.

This Side Letter of Agreement is executed this 19th day of April 2021.

For the Village of Buffalo Grove:

For IAFF, Local 3177:

Dane C. Bragg
Village Manager

Alfredo Caballero
President, IAFF Local 3177

William M. Baker
Fire Chief

Frank Doll
Vice President, IAFF Local 3177

Arthur A. Malinowski, Jr.
Director of Human Resources

David Zabilka
Secretary, IAFF Local 3177



Ordinance No. O-2021-24 : Amendments to Buffalo Grove Days Agreements

Recommendation of Action

Staff recommends approval

Staff recommends authorizing the Village Manager to execute amendments to agreements with Indestructo Rental Company Inc., Sound Works Productions Inc., Service Sanitation Inc., and Gen Power Inc., for Equipment Rental and Services for Buffalo Grove Days, pending review and approval of the amendments by the Village Attorney.

ATTACHMENTS:

- Memo BGDays Amendments 2021 (DOCX)
- BGDays Amendments Ordinance 2021 (DOCX)
- Amendment 2 to Service Sanitation Contract (DOCX)
- Amendment 2 to Gen Power Contract (DOCX)
- Amendment 2 to Indestructo Contract (DOCX)
- Amendment 2 to SoundWorks Contract (DOCX)

Trustee Liaison
Smith, Stein

Staff Contact
Brett Robinson, Finance

Monday, April 19, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 15, 2021

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Service Director
Tom Wisniewski, Buyer

SUBJECT: Amendments to Buffalo Grove Days Agreements

Recommendation

Staff recommends authorizing the Village Manager to execute amendments to agreements with Indestructo Rental Company Inc., Sound Works Productions Inc., Service Sanitation Inc., and Gen Power Inc., for Equipment Rental and Services for Buffalo Grove Days, in an aggregate amount not to exceed \$79,243.00, pending review and approval of the amendments by the Village Attorney.

Background

Due to the ongoing Covid-19 Pandemic and a constantly changing outlook, staff has reached out to equipment and service providers for the Buffalo Grove Days event to clarify equipment reservation dates, deposits due, and cancellation dates. As shown in the table below staff has negotiated a carryover of deposits provided from the current year to the next calendar year if a cancellation occurs more than thirty days prior to the setup of the event. The booking date and date deposits of 50% are due in order to reserve equipment varies based upon the Vendor and the nature and quantity of the equipment to be provided. If a deposit is not provided then the vendor has no obligation to reserve equipment for the event.

Vendor	Cancellation Date	Booking Date
Service Sanitation	7/31/2021	3/1/2021
Gen Power	7/31/2021	7/1/2021
Indestructo	7/31/2021	3/1/2021
Sound Works	7/31/2021	6/1/2021

If a cancellation occurs less than 30 days prior to the event, for reasons outside the control of the Village, the vendor will be recompensed any actual expenses for services performed and the remainder of the deposit will be carried forward to the next calendar year.

As staff does not yet know the extent of equipment required for a Buffalo Grove Days event for 2021 the costs for the 2019 Buffalo Grove Days event for these vendors is provided below. In order to react quickly

to an opportunity to hold an event, staff would request the Village Board authorize the Village Manager to expend between 0% and 110% of the 2019 costs (shown below) for an event in Fiscal Year 2021.

Rental Equipment Vendor Costs 2019

Service Sanitation- \$18,889.38

Gen Power- \$9,228.60

Sound Works- \$15,570.00

Indestructo - \$28,350.50

ORDINANCE 2021-_____**AN ORDINANCE AUTHORIZING EXECUTION OF AMENDMENTS WITH SERVICE PROVIDERS FOR
BUFFALO GROVE DAYS**

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

WHEREAS, the Village Board continues to consider health and safety measures that are in the best interests of public health and is evaluating how to best proceed with a special events for calendar year 2021

WHEREAS, the Village seeks to better define cancelation terms within the agreements with service providers for special events.

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

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

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

SECTION 2. The Village Board authorizes the Village Manager to execute amendments hereto attached, pending final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: BGDays Amendments Ordinance 2021 (O-2021-24 : Amendments to Buffalo Grove Days Agreements)

**AMENDMENT #2 TO VILLAGE OF BUFFALO GROVE
AND
SERVICE SANITATION INC.
PORTABLE RESTROOM RENTAL AND SERVICE CONTRACT**

This Amendment is entered into this ____ day of _____, 2021 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Service Sanitation Inc. (hereinafter the "CONTRACTOR").

RECITALS

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

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

WITNESSETH

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

Is hereby amended to read as follows:

General Conditions of the Contract

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

General Conditions of the Contract

Is hereby amended and the following language is added.

19. Cancelation. Notwithstanding any other provision hereof, the Village may cancel the Work, without cause, at any time 30 days prior to the start of the event as noted in Section 11. Contract Extensions, with written notice to the Contractor. In the event that the Work is so terminated, the Contractor shall hold any deposits paid and treat them as a deposit for the next calendar year. If the Village cancels the event with less than 30 days' notice prior to the start of the event as noted in Section 11. Contract Extensions, the Contractor shall be entitled to keep all deposits. If the Village cancels after delivery of equipment/materials to the event site, the Village shall be responsible for the entirety of the contract amount.

Cancellation Force Majeure If the Village must cancel the event, less than 30 calendar days prior to the start of the event, for any reason outside of its control, the Contractor shall be paid any undisputed amounts for Services actually performed and reimbursable expenses actually incurred, if any, prior to cancelation of the Work, not exceeding the value of the Work completed as determined and as provided in the Schedule of Prices.

20. Equipment Reservation The Village is to provide the contractor with a request for rental equipment no less than 180 calendar days prior to the start of the event. Deposits for equipment rental are due at that time.

BID SPECIFICATIONS

Is hereby amended to read as follows:

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

- a. Buffalo Grove Days 2021: Monday August 30, 2021 through Tuesday September 7, 2021
- b. Buffalo Grove Days 2022: Monday August 29, 2022 through Tuesday September 6, 2022
- c. Buffalo Grove Days 2023: Monday August 28, 2023 through Tuesday September 5, 2023
- d. Buffalo Grove Days 2024: Monday August 27, 2024 through Tuesday September 3, 2024
- e. Buffalo Grove Days 2025: Monday August 26, 2025 through Tuesday September 2, 2025
- f. Buffalo Grove Days 2026: Monday August 30, 2026 through Tuesday September 7, 2026
- g. Buffalo Grove Days 2027: Monday August 29, 2027 through Tuesday September 6, 2027

SCHEDULE OF PRICES

Schedule of Prices 2021 – Buffalo Grove Days Event	Quantity	Unit	Cost Per Unit
Basic portable restroom	1	per event	\$52.91
Hand wash sink	1	per event	\$52.91
Handicap restroom	1	per event	\$103.84
Baby Changing station	1	per event	\$103.84
Deluxe restroom	1	per event	\$103.84
Portable Restroom/Hand wash sink scheduled servicing	1	per service	\$10.97
Large restroom trailer	1	per event	\$3,723.42
Large ADA restroom trailer	1	per event	\$4,195.33
Restroom trailer Restock	1	per service	\$206.32

Schedule of Prices 2021 – Emergency Services	Quantity	Unit	Cost Per Unit
Basic portable restroom	1	per week	\$125.00
Hand wash sink	1	per week	\$125.00
Handicap restroom	1	per week	\$150.00
Portable Restroom/Hand wash sink scheduled servicing	1	per service	\$95.00

EXECUTION

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

CONTRACTOR:

Service Sanitation Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

**AMENDMENT #2 TO VILLAGE OF BUFFALO GROVE
AND
GEN POWER INC.
PORTABLE POWER AND LIGHTING CONTRACT**

This Amendment is entered into this ____ day of _____, 2021 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Gen Power Inc. (hereinafter the "CONTRACTOR").

RECITALS

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

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

WITNESSETH

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

General Conditions of the Contract

Is hereby amended and the following language is added.

19. Cancelation. Notwithstanding any other provision hereof, the Village may cancel the Work, without cause, at any time 30 days prior to the start of the event as noted in Section 11. Contract Extensions, with written notice to the Contractor. In the event that the Work is so terminated, the Contractor shall hold any deposits paid and treat them as a deposit for the next calendar year. If the Village cancels the event with less than 30 days' notice prior to the start of the event as noted in Section 11. Contract Extensions, the Contractor shall be entitled to keep all deposits. If the Village cancels after delivery of equipment/materials to the event site, the Village shall be responsible for the entirety of the contract amount.

Cancellation Force Majeure If the Village must cancel the event, less than 30 calendar days prior to the start of the event, for any reason outside of its control, the Contractor shall be paid any undisputed amounts for Services actually performed and reimbursable expenses actually incurred, if any, prior to cancelation of the Work, not exceeding the value of the Work completed as determined and as provided in the Schedule of Prices.

20. Equipment Reservation The Village shall provide the contractor with a request for rental equipment no less than 60 calendar days prior to the start of the event. Deposits for equipment rental are due at that time.

BID SPECIFICATIONS

Is hereby amended to read as follows:

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

- a. Buffalo Grove Days 2021: Monday August 30, 2021 through Tuesday September 7, 2021
- b. Buffalo Grove Days 2022: Monday August 29, 2022 through Tuesday September 6, 2022
- c. Buffalo Grove Days 2023: Monday August 28, 2023 through Tuesday September 5, 2023
- d. Buffalo Grove Days 2024: Monday August 27, 2024 through Tuesday September 3, 2024
- e. Buffalo Grove Days 2025: Monday August 26, 2025 through Tuesday September 2, 2025
- f. Buffalo Grove Days 2026: Monday August 30, 2026 through Tuesday September 7, 2026
- g. Buffalo Grove Days 2027: Monday August 29, 2027 through Tuesday September 6, 2027

SCHEDULE OF PRICES

The table of unit pricing is hereby stricken replaced with the following:

All rental equipment, accessories, and setup fees shall be charged at 20% off list price.

EXECUTION

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

CONTRACTOR:

Gen Power Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

Attachment: Amendment 2 to Gen Power Contract (O-2021-24 : Amendments to Buffalo Grove Days Agreements)

**AMENDMENT #2 TO VILLAGE OF BUFFALO GROVE
AND
INDESTRUCTO RENTAL COMPANY INC.
TENT AND EQUIPMENT RENTAL CONTRACT**

This Amendment is entered into this ____ day of _____, 2021 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Indestructo Rental Company Inc. (hereinafter the "CONTRACTOR").

RECITALS

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

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

WITNESSETH

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

ARTICLE XXV – MISCELLANEOUS

K. Cancellation. Notwithstanding any other provision hereof, the Village may cancel the Work, without cause, at any time 30 days prior to the start of the event as noted in Section 11. Contract Extensions, with written notice to the Contractor. In the event that the Work is so terminated, the Contractor shall hold any deposits paid and treat them as a deposit for the next calendar year. If the Village cancels the event with less than 30 days' notice prior to the start of the event as noted in Section 11. Contract Extensions, the Contractor shall be entitled to keep all deposits. If the Village cancels after delivery of equipment/materials to the event site, the Village shall be responsible for the entirety of the contract amount.

Cancellation Force Majeure If the Village must cancel the event, less than 30 calendar days prior to the start of the event, for any reason outside of its control, the Contractor shall be paid any undisputed amounts for Services actually performed and reimbursable expenses actually incurred, if any, prior to cancellation of the Work, not exceeding the value of the Work completed as determined and as provided in the Schedule of Prices.

L. Equipment Reservation The Village shall provide the contractor with a request for rental equipment no less than 180 calendar days prior to the start of the event. Deposits for equipment rental are due at that time.

ARTICLE V – CONTRACT TIME

The Village will enter into a three (3) year contract term with four (4) possible two (2) year extensions from the date of award. At the end of any contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

EXECUTION

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

CONTRACTOR:

Indestructo Rental Company Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER

**AMENDMENT #2 TO VILLAGE OF BUFFALO GROVE
AND
SOUND WORKS PRODUCTIONS INC.
Rider to Quotes 8445-5 and 9167-4**

This Amendment is entered into this ____ day of _____, 2021 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Sound Works Productions Inc. (hereinafter the "CONTRACTOR").

RECITALS

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

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

WITNESSETH

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

General Terms

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

- a. Buffalo Grove Days 2021: Friday September 3, 2021 through Monday September 6, 2021
- b. Buffalo Grove Days 2022: Friday September 2, 2022 through Monday September 5, 2022
- c. Buffalo Grove Days 2023: Friday September 1, 2023 through Monday September 4, 2023
- d. Buffalo Grove Days 2024: Friday August 30, 2024 through Monday September 2, 2024
- e. Buffalo Grove Days 2025: Friday August 29, 2025 through Monday September 1, 2025

J. Cancellation. Notwithstanding any other provision hereof, the Village may cancel the Work, without cause, at any time 30 days prior to the start of the event as noted in Section Work is so terminated, the Contractor shall hold any deposits paid and treat them as a deposit for the next calendar year. If the Village cancels the event with less than 30 days' notice prior to the start of the event as noted in Section 11. Contract Extensions, the

Contractor shall be entitled to keep all deposits. If the Village cancels after delivery of equipment/materials to the event site, the Village shall be responsible for the entirety of the contract amount.

Cancellation Force Majeure If the Village must cancel the event, less than 30 calendar days prior to the start of the event, for any reason outside of its control, the Contractor shall be paid any undisputed amounts for Services actually performed and reimbursable expenses actually incurred, if any, prior to cancelation of the Work, not exceeding the value of the Work completed as determined and as provided in the Schedule of Prices.

K. Equipment Reservation The Village is to provide the contractor with a request for rental equipment no less than 90 calendar days prior to the start of the event. Deposits for equipment rental are due at that time.

EXECUTION

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

CONTRACTOR:

Sound Works Productions Inc.

By: _____

TITLE

VILLAGE:

THE VILLAGE OF BUFFALO GROVE

By: _____

VILLAGE MANAGER



Ordinance No. O-2021-25 : Ordinance Authorizing the Village Manager to Sign a Lease Agreement with the Buffalo Grove Lincolnshire Chamber of Commerce

Recommendation of Action

Staff recommends approval.

The lease agreement with the Buffalo Grove Lincolnshire Chamber of Commerce has lapsed. The Chamber approached the Village regarding a lease with \$1 rent which is a common practice in the area when municipalities lease space to the local chamber. Also included in the agreement is a rider that provides an incentive package to the Chamber for new membership recruitment. More details are in the attached memo.

ATTACHMENTS:

- Ordinance Approving Chamber Agreement (DOC)
- 2021-04-15 Chamber Lease Memo (DOCX)
- Lease agreement with BGLCC (DOC)

Trustee Liaison

Johnson

Staff Contact

Jenny Maltas, Office of the Village Manager

Monday, April 19, 2021

ORDINANCE NO. 2021- ____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO SIGN A LEASE AGREEMENT WITH THE BUFFALO GROVE LINCOLNSHIRE CHAMBER OF COMMERCE

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, the Village owns the building at 50 ½ Raupp Boulevard in Buffalo Grove and the Buffalo Grove Lincolnshire Chamber of Commerce wishes to lease this space.

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 lease agreement.

Section 2. The Village Manager is authorized to sign the lease agreement attached to this ordinance.

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: _____, 2021.

APPROVED: _____

_____, 2021.

Village President

Attachment: Ordinance Approving Chamber Agreement (O-2021-25 : Chamber Agreement)

ATTEST:

Village Clerk

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 15, 2021
TO: Village President & Board of Trustees
FROM: Jennifer I. Maltas, Deputy Village Manager
SUBJECT: Chamber Lease Agreement

Background

The Village has an expired lease with the Buffalo Grove Lincolnshire Chamber of Commerce for their office space located at 50 ½ Raupp Boulevard, more commonly known as the Youth Center. The Chamber reached out to the Village regarding financial assistance in light of the pandemic and the changing nature of traditional chambers of commerce. The Chamber requested \$1 a year rent and an annual payment for certain projects they would complete. After discussions with staff, the Chamber, and the Village Board a modified lease agreement has been negotiated. This memo reviews the terms of the new lease.

Terms and Benefits

The basic terms of the lease remain the same in terms of the obligations by both parties. The major change includes modifying the annual rent from \$3,839 a year to \$1 per year. This type of arrangement is common place in our region when Chambers are renting space from a municipality or other governmental entity.

The largest change is a rider to the lease agreement that provides the Chamber incentive payments for recruitment of new members. The terms are as follows:

- ✓ A new member with less than 50 employees recruited by the Chamber will entitle the Chamber to a \$300 incentive payment by the Village.
- ✓ A new member with more than 50 employees recruited by the Chamber will entitle the Chamber to a \$500 incentive payment by the Village.
- ✓ New members cannot be returning members unless their membership has lapsed for more than 5 years and must be businesses located within the Village. The Chamber must have a minimum of 100 members to qualify for the incentive payments.
- ✓ The Chamber agrees to target businesses in the industrial district as this is a sector that is not represented in the Chamber.
- ✓ The Chamber agrees to facilitate a “get to you know” meeting with the new member and a member of Village staff.
- ✓ The total value of the incentive payments on an annual basis shall not exceed \$6,000.
- ✓ The agreement is for a 2-year period in order to test out the new incentive program.

This program benefits both the Chamber and the Village. The program provides the Chamber more financial stability during a difficult time so that they can continue offering programming to the local business community. Additionally, staff and elected officials attend Chamber events to network with local businesses. New members provides the Village access to more members of the local business community both at events and during the new member meet and greet.

Conclusion

Staff recommends approval of the new lease agreement for the reasons noted above. Please contact me with any questions you may have.

LEASE AGREEMENT

TERM OF LEASE		Annual Rent	Date of Lease	Location of Premises
Beginning	Ending			
May 1, 2021	April 30, 2023	\$1.00	April 19, 2021	275 square feet located in the Building commonly known as 50 1/2 Raupp Avenue, Buffalo Grove, Illinois 60089, which is the Village Youth Center, as depicted on Exhibit "A", attached hereto and incorporated herein
Purpose and Use: The Lessee's use of the Premises is limited to Chamber of Commerce related business. The occasional use of Village Hall conference room space and the remaining portion of the Village Youth Center may be allowed by Lessor on a pre-arranged basis, so long as it does not conflict with scheduled Village of Buffalo Grove business. Lessor encourages Lessee's continued use of the Buffalo Grove Golf Course Restaurant for Lessee's Executive Board meetings and its monthly membership meetings. Lessee shall be allowed the use of 100 square feet of storage space in the Village Hall basement, as part of the Premises, at no additional rent of charge, but subject to the terms and conditions of this Lease.				

LESSEE:

NAME: BUFFALO GROVE LINCOLNSHIRE CHAMBER OF COMMERCE,
an Illinois Not-for-Profit corporation

ADDRESS: 50 1/2 Raupp Boulevard
Buffalo Grove, Illinois 60089

LESSOR:

NAME: VILLAGE OF BUFFALO GROVE, an Illinois municipal corporation

ADDRESS: 50 Raupp Boulevard
Buffalo Grove, Illinois 60089

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, annually, in advance, on January 1 of each lease year, until expiration or early termination

Attachment: Lease agreement with BGLCC (O-2021-25 : Chamber Agreement)

of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. WATER, GAS AND ELECTRIC CHARGES. Lessor will provide and pay for water, gas and electric light and power for the Premises, for and during the time for which this lease is granted. Lessor will provide janitorial service for the Premises. Lessee will provide and pay for cable, internet, telephone, fax and copier service for the Premises. Lessee will maintain the Centrex extension service installed at the Premises for communication directly with the Lessor.

3. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to \$1,000.00, as liquidated damages.

4. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

5. CONDITION ON POSSESSION. Lessee is currently in possession of the Premises under a prior lease and Lessee has examined and knows the condition of the Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed. Lessor shall provide Lessee three (3) keys or three (3) sets of keys to the Premises, the Village Youth Center main door, the Village Youth Center washrooms, the Village Hall main entrance, the Village Hall north entrance, and current Lessee storage cage in Village Hall basement. Chamber shall not change the locks or put any additional locks on the Premises. These keys shall not be duplicated by the Chamber and shall be strictly controlled by the Chamber.

6. REPAIRS AND MAINTENANCE. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Lessee's own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof and Lessor agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. Notwithstanding anything contained herein to the contrary, Lessee shall not enter into any contract for repairs, maintenance, rehabilitation, restoration, construction or fixtures or equipment for the Premises without Lessor's prior written consent.

7. ACCESS TO PREMISES. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent," and Lessee will not interfere with the same.

8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said Premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor, and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if Lessor desires. If Lessor does not desire to retain the same, Lessor may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture. Lessee may post a sign with the Chamber of Commerce logo on the door of the Premises but said sign must be non-marring to the door surface.

10. HEAT. Where building is equipped for the purpose, Lessor shall furnish to Lessee, a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the premises, during customary business hours (excluding Sundays and holidays), but not earlier than 7 a.m. nor later than 7 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee is damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

11. FIRE AND CASUALTY. In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby shall cease and terminate.

12. TERMINATION; HOLDING OVER. At the expiration or termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty (30) days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) creation of a month to month tenancy, upon the terms of this lease except at Five Hundred and No/100 Dollars (\$500.00) rental per month, or (b) creation of a tenancy at sufferance, at a rental of One Hundred and No/100 Dollars (\$100.00) per day, for the time Lessee remains in possession. If no such written notice is served

then a tenancy at sufferance with rental as stated at (b) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

13. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or say act or series of acts except an express written waive, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

14. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents,

and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction *pro tanto* of the obligations of Lessee arising hereunder.

15. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

16. INSURANCE. (a) Lessee further covenants and agrees that from and after the date of delivery of the Premises from Lessor to Lessee, Lessee shall, at its own expense, carry and maintain (1) a Commercial General Liability Insurance Policy in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage; (2) Worker's Compensation insurance in the amount required by Illinois statute; and (3) All Risk coverage protecting Tenant against loss or damage to Tenant's trade fixtures, additions, improvements and alterations, equipment, goods and inventory. All such insurance shall be affected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Illinois and shall name as additional insured Lessor and its beneficiaries and agents and Lessor's lender, if any, as their interests may appear. Lessee shall, prior to the commencement of the Term of this Lease furnish to Lessor certificates evidencing such coverage, and showing the interests of Lessor and Lessor's mortgagee, if any.

(b) Lessee agrees to indemnify, save, protect and hold forever harmless Lessor, its agents and employees (collectively "Lessor's indemnities") from and against all losses, damages, costs, claims and liabilities, including without limitation, court costs and attorneys' fees and expenses, which Lessor's indemnities, or any of them, may suffer, incur or sustain or for which Lessor's indemnities, or any of them, may become liable or obligated by reason of, resulting from, or in connection with: (1) any injury to or death of persons and damage to or theft, misappropriation or loss of property occurring in or about the Premises arising from Lessee's use and occupancy of the Premises or the conduct of its business; (2) any activity, work or thing done, permitted or suffered by Lessee in or about the Premises, including all liabilities of every kind and description which may arise out of or in connection with the Work; and (3) any breach or default on the part of Lessee in the payment or performance of any covenant, agreement or obligation on the part of Lessee to be paid or performed pursuant to the terms of this Lease or any other act or omission of Lessee, its agents or employees. In case of any action or proceeding brought against Lessor's indemnities, or any of them, by reason of any such claims, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

17. LESSOR'S LIEN. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall

take possession of said premises and who may relet the same under the orders of the court appointing him.

18. REMOVAL OF OTHER LIENS. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

20. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

21. MISCELLANEOUS. (a) Provisions typed on this lease and the Rider attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

22. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Date of Lease stated above.

LESSEE:

LESSOR:

NAME: BUFFALO GROVE LINCOLNSHIRE CHAMBER OF COMMERCE, an Illinois Not-for-Profit corporation

NAME: VILLAGE OF BUFFALO GROVE, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment: Lease agreement with BGLCC (O-2021-25 : Chamber Agreement)

EXHIBIT “A”

DEPICTION OF PREMISES

Attachment: Lease agreement with BGLCC (O-2021-25 : Chamber Agreement)

RIDER TO LEASE AGREEMENT

RIDER TO LEASE AGREEMENT (“RIDER”) DATED _____ 2021 (“LEASE”) BY AND BETWEEN VILLAGE OF BUFFALO GROVE AN ILLINOIS MUNICIPAL CORPORATION (“LESSOR”) AND BUFFALO GROVE LINCOLNSHIRE CHAMBER OF COMMERCE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION (“LESSEE”) FOR THE PREMISES KNOWN AS 275 SQUARE FEET LOCATED IN THE BUILDING COMMONLY KNOWN AS 50 1/2 RAUPP AVENUE, BUFFALO GROVE, ILLINOIS 60089 (“PREMISES”)

1. **Conflict.** This Rider is fully incorporated into and made a part of the Lease. To the extent that the terms, covenants and provisions of this Rider conflict with the terms, covenants and provisions of the Lease, this Rider shall control.

2. **Incentive Payments to Lessee.**
 - (a) Lessor has determined Lessee provides valuable services to the public and to the Village of Buffalo Grove. It is in the Village of Buffalo Grove’s best interest that the Buffalo Grove Lincolnshire Chamber of Commerce promote the Village of Buffalo Grove by striving to increase membership in the Buffalo Grove Lincolnshire Chamber of Commerce so as to network and promote the interests of the business community. To that end, Lessor agrees to pay Lessee incentive payments for certain new members being recruited by and joining the Buffalo Grove Lincolnshire Chamber of Commerce, subject to and in accordance with the following terms and conditions:
 - (i) Lessee agrees to use best efforts to target new business, industrial, commercial and retail members (individually “Targeted New Member”). In the event Lessee recruits any Targeted New Member who joins the Buffalo Grove Lincolnshire Chamber of Commerce, completes all the necessary requirements, pays the required dues, conducts, transacts and is doing business whose principal office or location is located within the municipal boundaries of the Village of Buffalo Grove, Illinois, employs forty nine (49) employees or less and is not a returning member who has been absent for less than five (5) years, Lessor shall pay Lessee a Three Hundred and No/100 Dollars (\$300.00) incentive payment (“\$300 Incentive Payment”) for each such Targeted New Member;
 - (ii) In the event Lessee recruits any Targeted New Member who joins the Buffalo Grove Lincolnshire Chamber of Commerce, completes all the necessary requirements, pays the required dues, conducts, transacts and is doing business whose principal office or location is located within the municipal boundaries of the Village of Buffalo Grove, Illinois, employs fifty (50) employees or more and

is not a returning member who has been absent for less than five (5) years, Lessor shall pay Lessee a Five Hundred and No/100 Dollars (\$500.00) incentive payment (“\$500 Incentive Payment”) for each such Targeted New Member (\$300 Incentive Payment or \$500 Incentive Payment is sometimes hereinafter individually referred to as “Incentive Payment”);

- (iii) In order to qualify for any Incentive Payment defined in Section 2(a)(i) and (ii) above, any Targeted New Member: (I) shall not be a returning member unless their membership has lapsed more than (5) years; (II) must conduct, transact and do business within the Village of Buffalo Grove, Illinois whose principal office or location is located within the municipal boundaries of the Village of Buffalo Grove, Illinois; and (III) satisfy all requirements of the Buffalo Grove Lincolnshire Chamber of Commerce so as to become a member.
- (iv) Lessee agrees to use best efforts to target and recruit industrial businesses as Targeted New Members.
- (b) Notwithstanding anything contained herein to the contrary, in order to qualify for any Incentive Payment defined in Section 2(a)(i) and (ii) above, the Buffalo Grove Lincolnshire Chamber of Commerce must have at least and maintain at least one hundred (100) active members, in good standing, for the last ninety (90) days.
- (c) Within thirty (30) days after a Targeted New Member satisfies all requirements of the Buffalo Grove Lincolnshire Chamber of Commerce so as to become a Targeted New Member, Lessee agrees to and shall facilitate and coordinate a “get to know you” meeting with an authorized representative of the Village of Buffalo Grove, Illinois.
- (d) Within thirty (30) days after the last day of each quarter of each calendar year during the Lease Term, Lessee shall submit to Lessor (a) an affidavit from Lessee in form and substance reasonably acceptable to Lessor stating (1) in reasonable detail the names, addresses and contact information of each Targeted New Member that satisfied all requirements of the Buffalo Grove Lincolnshire Chamber of Commerce and became a Targeted New Member during the prior quarter; and (2) information, in reasonable detail, supporting that each Targeted New Member that joined the Buffalo Grove Lincolnshire Chamber of Commerce during the prior quarter entitles Lessee to either a \$300 Incentive Payment, or a \$500 Incentive Payment or no Incentive Payment. Lessee shall also deliver an invoice to Lessor for the total amount of Incentive Payments due to lessee which accrued during the prior quarter. Within thirty (30) days after receipt of all such items, and provided Lessee is not in default under the Lease that continues beyond any notice and cure period Lessor shall pay the total amount of the Incentive Payments accrued during the prior quarter.

- (e) Notwithstanding anything contained herein to the contrary, the maximum amount of Incentive Payments to be paid by Lessor to Lessee pursuant to the terms and conditions of this Rider shall not exceed the total amount of Six Thousand and No/100 Dollars (\$6,000.00) per Lease Year.
- (f) Lessee agrees to and shall update and deliver to Lessor a written status and report on Lessee's progress and activities in recruiting Targeted New Members to become members of the Buffalo Grove Lincolnshire Chamber of Commerce every quarter of every Lease Year after the Effective Date.

3. **Audit Rights.** Lessor shall have the right, at Lessor's sole expense, to examine Lessee's books and records establishing the Incentive Payments referenced in this Rider for any calendar year not more than one time per calendar year. Lessor shall give Lessee not less than thirty (30) days' prior written notice of its intention to examine such books and records, and such examination and audit shall take place at such place within the continental United States as Lessee routinely maintains such books and records. If, pursuant to the examination, the Incentive Payments made for such calendar year by Lessor exceed the required Incentive Payments on account thereof for such calendar year, Lessee shall promptly refund such overpayment but, if the Incentive Payments made by Lessor for such calendar year are less than the required Incentive Payments as established by the examination, Lessor shall pay the deficiency to Lessee within thirty (30) days after conclusion of the examination. Lessor shall be required to deliver to Lessee a copy of all reports produced by its examiner. If Lessor does not elect to exercise its right to examine Lessee's books and records for any calendar year within the time period provided for by this Section, Lessor shall have no further right to audit such books and records for such period of time.

(SIGNATURES TO THE RIDER APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Rider this day and year first above written.

LESSEE:

LESSOR:

NAME: BUFFALO GROVE LINCOLNSHRE CHAMBER OF COMMERCE, an Illinois Not-for-Profit corporation

NAME: VILLAGE OF BUFFALO GROVE, an Illinois municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Action Item : Award of Bid Elevator Maintenance

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with American Hoist & Manlift for Annual Elevator Maintenance Services for a five year agreement in an amount not to exceed \$47,494.79 as further detailed in the attached memo.

ATTACHMENTS:

- Elevator Maintenance Memo (DOCX)
- Elevator Maintenance Ordinance (DOCX)
- BIDTAB Elevators 2021 & BG Numbers (XLSX)

Trustee Liaison

Pike

Staff Contact

Brett Robinson, Finance

Monday, April 19, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 15, 2021
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Elevator Maintenance

Background

Staff led a MPI bid for elevator maintenance services for the communities of Libertyville, Winnetka and Buffalo Grove. Bids were received from the following companies: American Hoist & Manlift, Total Elevator Service, and Mid-American Elevators Co, Inc. A copy of the bid tab is attached for reference.

American Hoist & Manlift is the lowest responsive and responsible bidder. American Hoist and Manlift has performed these services for the Village the last three year contract term. The company's performance has always been deemed by staff to be very good.

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with American Hoist & Manlift for Annual Elevator Maintenance Services for a five-year agreement. In addition to the five year annual maintenance cost of \$39,579.79, staff requests the Village Board authorize the Village Manager to approve up to another \$7,915 or twenty percent of the annual maintenance costs as a contingency for any future needed repairs. Any repair or replacement in excess of these two amounts (\$47,494.79) during the five-year agreement would be brought to the Village Board for approval.

Attachment: Elevator Maintenance Memo (Award of Bid Elevator Maintenance)

ORDINANCE 2021-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH AMERICAN HOIST AND MANLIFT, FOR
ELEVATOR MAINTENANCE SERVICES**

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

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a competitive procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to execute a contract with American Hoist and Manlift at a price not to exceed \$47,494.79 for a five year agreement pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Elevator Maintenance Ordinance (Award of Bid Elevator Maintenance)

Elevator Maintenance 2021

Tabulation

Bid Opening: April 7, 2021

American Hoist & Manlift 15811 Arnico Dr. Homer Glen, IL 60491 ioej@ahmelevator.com	Total Elevator Service 10064 Clow Creek Rd Plainfield, IL 60585 jim@totalelevator.com	Mid-American Elevators Co, Inc. 820 N. Wolcott Ave. Chicago, IL 60622 veronica@mid-americanelevator.com	
Bid Bond:	Yes	Yes	
Signed Bid Form:	Yes	Yes	
Signed Public Contract Statements:	Yes	Yes	
Signed Addendum 1-2	Yes	No	
Contract Modifications Requested	No	No	
Annual Maintenance			
A. Buffalo Grove	\$7,728.00	\$8,016.00	\$13,200.00
C. Winnetka	\$1,932.00	\$2,004.00	\$3,300.00
D. Libertyville	\$20,358.00	\$18,636.00	\$29,700.00
Labor - Mechanic Business Hours	\$183.00	\$200.00	\$302.00
After Hours	\$252.65	\$250.00	\$468.00
Weekend Hours	\$282.25	\$300.00	\$501.00
Federal Holiday	\$282.25	\$300.00	\$501.00
Labor - Assistant Business Hours	\$163.00	\$175.00	\$245.00
After Hours	\$232.65	\$200.00	\$386.00
Weekend Hours	\$282.25	\$200.00	\$386.00
Federal Holiday	\$282.25	\$200.00	\$386.00
Material Markup	10%	10%	10%
ANNUAL MAINTENANCE COST			
	\$30,018.00	\$28,656.00	\$46,200.00
			\$0.00

Buffalo Grove Costs	American Hoist & Manlift	Total Elevator Service	Mid-America Elevator
Year 1	\$7,728.00	\$8,016.00	\$13,200.00
Year 2	\$7,728.00	\$8,016.00	\$13,200.00
Year 3	\$7,892.56	\$8,176.32	\$13,464.00



Action Item : Rejection of Bids Parkway Restoration Project

Recommendation of Action

As detailed in the attached memo, staff recommends the rejection of bids for the 2021 Parkway Restoration Project.

ATTACHMENTS:

- Memo - Bid Rejection (DOCX)

Trustee Liaison
Pike

Staff Contact
Brett Robinson, Finance

Monday, April 19, 2021	
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VILLAGE OF BUFFALO GROVE



DATE: April 9, 2021

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director

RE: Parkway Restoration Bid

Background Information

Staff released a request for bids for Parkway Restoration Services. The bid received two responses as shown below. Staff opened the bids and reviewed the proposed costs. After discussion by staff and a review of the bid pricing it is recommend that the Village Board reject all bids.

Staff believes two factors contributed to the bid prices coming in higher than expected. The requirement that prevailing wages be paid for this type of work and the unique nature of the bid itself, as this type of work is usually part of a larger project such as road construction and not typically bid alone. This project will be re-evaluated for a possible bid letting later this year or next, however it is likely that significant modifications to bid quantities and requested services will need to be undertaken.

Parkway Restoration Bid - VoBG-2020-28a

VendorName	ItemNumber	Description	DeliveryQuantity	UOM	UnitsPerUOM	PricePerUOM	TotalItemCost
Conin Contractor Services, Inc		1 Landscape Restoration 4" & Varies	6500	Each	1	\$ 10.00	\$ 65,000.00
Conin Contractor Services, Inc		2 Landscape Restoration 12" & Varies	500	Each	1	\$ 50.00	\$ 25,000.00
Conin Contractor Services, Inc		3 Furnished Excavation	500	Each	1	\$ 150.00	\$ 75,000.00
Conin Contractor Services, Inc		4 Traffic Control & Protection (Special)	1	Bundle	1	\$ 36,000.00	\$ 36,000.00
Conin Contractor Services, Inc		5 Mobilization	1	Bundle	1	\$ 40,000.00	\$ 40,000.00
Conin Contractor Services, Inc	1A (Alternate)	General Landscape Restoration (Cut and Fill Restoration Areas)	1	Each	4000	\$ 40,000.00	\$ 40,000.00
Conin Contractor Services, Inc	2A (Alternate)	Landscape Restoration 4" & Varies	1	Each	4000	\$ 40,000.00	\$ 40,000.00
Conin Contractor Services, Inc		Total Cost				\$ 321,000.00	\$ 321,000.00
McGinty Bros., Inc.		1 Landscape Restoration 4" & Varies	6500	Each	1	\$ 11.60	\$ 75,400.00
McGinty Bros., Inc.		2 Landscape Restoration 12" & Varies	500	Each	1	\$ 27.60	\$ 13,800.00
McGinty Bros., Inc.		3 Furnished Excavation	500	Each	1	\$ 45.00	\$ 22,500.00
McGinty Bros., Inc.		4 Traffic Control & Protection (Special)	1	Bundle	1	\$ 33,600.00	\$ 33,600.00
McGinty Bros., Inc.		5 Mobilization	1	Bundle	1	\$ 9,270.00	\$ 9,270.00
McGinty Bros., Inc.	1A (Alternate)	General Landscape Restoration (Cut and Fill Restoration Areas)	1	Each	4000	\$ 110,400.00	\$ 110,400.00
McGinty Bros., Inc.	2A (Alternate)	Landscape Restoration 4" & Varies	1	Each	4000	\$ 46,400.00	\$ 46,400.00
McGinty Bros., Inc.		Total Cost				\$ 311,370.00	\$ 311,370.00

Recommendation

Based on the review of the bids, staff recommends the Village Board reject bids and continue to have Public Works provide these services on an as needed basis. Staff will monitor these services over the 2021 Fiscal Year and if warranted request authorization to seek bids again.

Attachment: Memo - Bid Rejection (Rejection of Bids Parkway Restoration Project)



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

Recommendation of Action

Staff recommends going into executive session.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, April 19, 2021	
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Information Item : Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Recommendation of Action

N/A

Executive Session - Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, April 19, 2021	
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